



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

25

Lori A. Weaver  
 Commissioner

Patricia M. Tilley  
 Director

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

August 24, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to award contracts with the Contractors listed below in an amount not to exceed \$4,156,380 for case management and support services for residents living with Human Immunodeficiency Virus (HIV), with the option to renew for up to five (5) additional years, effective October 1, 2023, upon Governor and Council approval, through September 30, 2028. 100% Other Funds (Pharmaceutical Rebates).

| Contractor Name                           | Vendor Code | Area Served                                                                                                           | Contract Amount    |
|-------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------|--------------------|
| AIDS Response - Seacoast                  | 166647      | Rockingham & Strafford Counties                                                                                       | \$667,948          |
| Harbor Homes, Inc. d/b/a Harbor Care      | 155358      | Cheshire County, southern Hillsborough County, and southern Sullivan County                                           | \$1,146,912        |
| HIV/HCV Resource Center, Inc.             | 166709      | Northern Sullivan County, western Coos County, and western Grafton County                                             | \$339,573          |
| Merrimack Valley Assistance Program, Inc. | 157934      | Belknap, Carroll, and Merrimack County, eastern Coos County, eastern Grafton County, and northern Hillsborough County | \$2,001,947        |
| <b>Total:</b>                             |             |                                                                                                                       | <b>\$4,156,380</b> |

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, 2028 and 2029, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

The purpose of this request is to ensure that New Hampshire residents living with HIV receive medical case management, non-medical case management, and HIV support services through the Ryan White CARE Program. Case management and HIV support services link individuals who are uninsured, underinsured, or low-income to essential health services and prevents or reduces barriers to accessing medical care. Medical and non-medical case management services include a comprehensive assessment of client needs, the development of an individual client-centered service plan, and documented communication with medical providers to assure that clients remain engaged in medical care. HIV support services include the provision of supplementary food/nutrition services, medical transportation, housing services, and linguistic services. Services offered by trained staff ensure individuals receive wraparound services as part of comprehensive care delivery to improve access and engagement in quality HIV care and treatment for low-income, underserved, and disproportionately affected people living with HIV in New Hampshire.

Approximately 600-700 individuals living with HIV and who are enrolled in the New Hampshire Ryan White CARE Program will be served from October 1, 2023, to September 30, 2028.

The services support the Department's Integrated HIV Planning and Care Plan and NH CARE Program Quality Management Plan. The Contractors will report clinical measures and administrative and fiscal oversight in accordance with the Health Resources Services Administration HIV/AIDS Bureau's Ryan White HIV/AIDS Program National Monitoring Standards of Care.

The Department will monitor services by:

- Monitoring the percentage of patients with diagnosis of HIV with viral suppression at last laboratory test.
- Ensuring 95% of chart review result in zero (0) citations to ensure compliance with all assessment and service planning standards of care.
- Ensuring citations for assessment and service planning have a corrective action plan developed and approved by the NH CARE Program within thirty (30) days of receipt of site visit report.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from July 18, 2023, through August 4, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, participants of the Ryan White CARE Program may experience significant disruptions in access to core medical and support services. This may result in increased food insecurity, unstable housing, and no access to needed health care and behavioral health services.

Source of Federal Funds: 100% Other Funds (Pharmaceutical Rebates)

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

**AIDS Response - Seacoast V# 166647**

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC  
HEALTH DIV, PHARMACEUTIAL REBATES

| State Fiscal Year | Class / Account | Class Title            | Job Number      | Amount         |
|-------------------|-----------------|------------------------|-----------------|----------------|
| 2024              | 102-500731      | Contracts for Prog Svs | 90024602        | 100,192        |
| 2025              | 102-500731      | Contracts for Prog Svs | 90024602        | 133,590        |
| 2026              | 102-500731      | Contracts for Prog Svs | 90024602        | 133,590        |
| 2027              | 102-500731      | Contracts for Prog Svs | 90024602        | 133,590        |
| 2028              | 102-500731      | Contracts for Prog Svs | 90024602        | 133,590        |
| 2029              | 102-500731      | Contracts for Prog Svs | 90024602        | 33,396         |
|                   |                 |                        | <i>Subtotal</i> | <i>667,948</i> |

**Harbor Homes V# 155358**

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC  
HEALTH DIV, PHARMACEUTIAL REBATES

| State Fiscal Year | Class / Account | Class Title            | Job Number      | Modified Budget Amount |
|-------------------|-----------------|------------------------|-----------------|------------------------|
| 2024              | 102-500731      | Contracts for Prog Svs | 90024602        | 172,037                |
| 2025              | 102-500731      | Contracts for Prog Svs | 90024602        | 229,382                |
| 2026              | 102-500731      | Contracts for Prog Svs | 90024602        | 229,382                |
| 2027              | 102-500731      | Contracts for Prog Svs | 90024602        | 229,382                |
| 2028              | 102-500731      | Contracts for Prog Svs | 90024602        | 229,382                |
| 2029              | 102-500731      | Contracts for Prog Svs | 90024602        | 57,347                 |
|                   |                 |                        | <i>Subtotal</i> | <i>1,146,912</i>       |

**HIV/HCV Resource Center V# 166709**

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC  
HEALTH DIV, PHARMACEUTIAL REBATES

| State Fiscal Year | Class / Account | Class Title            | Job Number      | Modified Budget Amount |
|-------------------|-----------------|------------------------|-----------------|------------------------|
| 2024              | 102-500731      | Contracts for Prog Svs | 90024602        | 50,935                 |
| 2025              | 102-500731      | Contracts for Prog Svs | 90024602        | 67,915                 |
| 2026              | 102-500731      | Contracts for Prog Svs | 90024602        | 67,915                 |
| 2027              | 102-500731      | Contracts for Prog Svs | 90024602        | 67,915                 |
| 2028              | 102-500731      | Contracts for Prog Svs | 90024602        | 67,915                 |
| 2029              | 102-500731      | Contracts for Prog Svs | 90024602        | 16,978                 |
|                   |                 |                        | <i>Subtotal</i> | <i>339,573</i>         |

**Merrimack Valley Assistance Program, Inc. V# 157934**



**05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC  
HEALTH DIV, PHARMACEUTIAL REBATES**

| <b>State Fiscal<br/>Year</b> | <b>Class / Account</b> | <b>Class Title</b>     | <b>Job Number</b> | <b>Modified<br/>Budget Amount</b> |
|------------------------------|------------------------|------------------------|-------------------|-----------------------------------|
| 2024                         | 102-500731             | Contracts for Prog Svs | 90024602          | 300,293                           |
| 2025                         | 102-500731             | Contracts for Prog Svs | 90024602          | 400,389                           |
| 2026                         | 102-500731             | Contracts for Prog Svs | 90024602          | 400,389                           |
| 2027                         | 102-500731             | Contracts for Prog Svs | 90024602          | 400,389                           |
| 2028                         | 102-500731             | Contracts for Prog Svs | 90024602          | 400,389                           |
| 2029                         | 102-500731             | Contracts for Prog Svs | 90024602          | 100,098                           |
|                              |                        |                        | <i>Subtotal</i>   | <i>2,001,947</i>                  |

**GRAND TOTAL      4,156,380**

New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet

Project ID # RFA-2024-DPHS-05-CASEM

Project Title Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV)

|                     | Maximum Points Available | AIDS Response Seacoast | Harbor Homes, Inc. d/b/a Harbor Care | HIV/HCV Resource Center | Merriam Valley Assistance Program (MVAP) |
|---------------------|--------------------------|------------------------|--------------------------------------|-------------------------|------------------------------------------|
| Technical           |                          |                        |                                      |                         |                                          |
| Capacity (Q1)       | 50                       | 45                     | 48                                   | 45                      | 30                                       |
| Experience (Q2)     | 50                       | 42                     | 50                                   | 50                      | 35                                       |
| Staffing Plan (Q3)  | 25                       | 15                     | 25                                   | 20                      | 10                                       |
| <b>TOTAL POINTS</b> | <b>125</b>               | <b>102</b>             | <b>123</b>                           | <b>115</b>              | <b>75</b>                                |

|                                   |                                                  |
|-----------------------------------|--------------------------------------------------|
| <b>TOTAL PROPOSED VENDOR COST</b> | <i>Not Applicable - No Cost Proposal for RFA</i> |
|-----------------------------------|--------------------------------------------------|

| <u>Reviewer Name</u> | <u>Title</u>                        |
|----------------------|-------------------------------------|
| 1 Rachel Kusch       | Linkage to Care Program             |
| 2 Amanda Ladd        | Oversights Monitoring Coordinator   |
| 3 Yvette Perron      | Program Manager                     |
| 4 Karen Hammond      | Finance Administrator               |
| 5 John Chagnon       | Infectious Disease Care Coordinator |

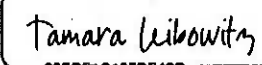
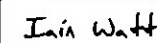
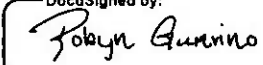
Subject: RFA-2024-DPHS-05-CASEM-01

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

|                                                                                                                                                                                                                   |                                                               |                                                                                    |                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services                                                                                                                                    |                                                               | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857          |                                   |
| 1.3 Contractor Name<br>AIDS Response - Seacoast                                                                                                                                                                   |                                                               | 1.4 Contractor Address<br>7 Junkins Ave.<br>Portsmouth, NH 03801                   |                                   |
| 1.5 Contractor Phone Number<br>603-433-5377                                                                                                                                                                       | 1.6 Account Unit and Class<br>05-95-90-902510-2229-102-500731 | 1.7 Completion Date<br>September 30, 2028                                          | 1.8 Price Limitation<br>\$667,948 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director                                                                                                                                             |                                                               | 1.10 State Agency Telephone Number<br>(603) 271-9631                               |                                   |
| 1.11 Contractor Signature<br>DocuSigned by:<br><br>2358P1C107BE39D<br>Date: 8/28/2023                                           |                                                               | 1.12 Name and Title of Contractor Signatory<br>Tamara Leibowitz Executive Director |                                   |
| 1.13 State Agency Signature<br>DocuSigned by:<br><br>748734844941460<br>Date: 8/29/2023                                        |                                                               | 1.14 Name and Title of State Agency Signatory<br>Iain Watt Deputy Director - DPHS  |                                   |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                    |                                                               |                                                                                    |                                   |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By: <br>748734844941460 On: 8/30/2023 |                                                               |                                                                                    |                                   |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____                                                                                             |                                                               |                                                                                    |                                   |

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with  
Human Immunodeficiency Virus (HIV)**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023, upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide case management services Medical Case Management (MCM), Non-Medical Case Management (NMCM) and Human Immunodeficiency Virus (HIV) Support Services to individuals living with HIV and receiving services through the New Hampshire Ryan White Comprehensive AIDS Resource Emergency (NH CARE) Program, services include, but are not limited to:
  - 1.1.1. Enrollment in the New Hampshire Ryan White CARE Program.
  - 1.1.2. A comprehensive assessment of client needs.
  - 1.1.3. The development of an individual client centered service plan.
  - 1.1.4. Documented communication with medical providers to ensure that clients remain engaged in medical care.
- 1.2. The Contractors must assist eligible clients with enrolling and re-enrolling in the NH CARE Program, as well as provide case management and support services to clients.
- 1.3. The Contractor must ensure services are available Region 4 that include but is not limited to:
  - 1.3.1. Rockingham County (all cities and towns)
  - 1.3.2. Strafford County (all cities and towns)
- 1.4. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:
  - 1.4.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HSRA), HIV/AIDS Bureau (HAB).
  - 1.4.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at: **Ryan White HIV/AIDS Program (RWHAP) (hrsa.gov)**
- 1.5. The Contractor must maintain compliance with current policies and procedures set forth by HRSA and the Department. HRSA policies can be viewed online at: **Policy Notices | Ryan White HIV/AIDS Program (hrsa.gov)**
- 1.6. The Contractor must enroll individuals to the NH Ryan White CARE Program via the CAREware system. The Contractor must:
  - 1.6.1. Assist individuals with completing the initial NH Care Program application.

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- 1.6.2. Assist individuals with completing the NH Care Program application for re-enrollment every six (6) months.
- 1.6.3. Submit completed NH Care Program applications to the Department, via the CAREware system, as completed by individuals every six (6) months.
- 1.7. The Contractor must ensure the proper security when using the CAREWare system and accessing electronic records, as defined by the Department's Division of Public Health Services (DPHS), Bureau of Infectious Disease Control's (BIDC) Security and Confidentiality Policy.
- 1.8. The Contractor must ensure all CARE Program applications are completed and include, but are not limited to:
  - 1.8.1. Documented medical diagnosis of HIV.
  - 1.8.2. Documented proof of address, residency in the State of NH.
  - 1.8.3. Annual gross household income equal to or less than 500% of the Federal Poverty Level (FPL).
  - 1.8.4. Annual proof and date of a NH Medicaid application having been filed if the household income is at or below 200% of the FPL.
  - 1.8.5. Completed Patient Medical Information (PMI) form, as provided by the NH CARE Program.
  - 1.8.6. Documentation of screening individuals for eligibility of Medicaid, Medicare, third-party insurance, Federal Health Insurance Marketplace, other insurance programs, Veterans Affairs benefit programs, and other funding sources.
- 1.9. The Contractor must ensure individuals who are enrolled in, or are receiving contracted services are not incarcerated in a state or federal correctional or prison system. The Contractor must notify the Department if an individual becomes incarcerated after submittal of an application or after eligibility is approved.
  - 1.9.1. The Contractor must ensure eligibility status is retained for individuals who are incarcerated in a NH County Department of Corrections system and enrolled or receiving contracted services.
  - 1.9.2. The Contractor must provide services in accordance with the Universal and Service-Specific Standards of Care for NH HIV/AIDS services which is posted on the Department's website: **NH Ryan White CARE Service Providers | New Hampshire Department of Health and Human Services**

**1.10. Medical Case Management Services**

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- 1.10.1. The Contractor must provide Medical Case Management (MCM) Services, which focuses on improving health outcomes for individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for NH HIV/AIDS services.
- 1.10.2. The Contractor must deliver MCM in accordance with the HIV care continuum through integrated services, which may include but are not limited to:
  - 1.10.2.1. Providing client advocacy and facilitating client-centered information decision-making.
  - 1.10.2.2. Completing an initial assessment of need and development of a comprehensive, individualized care plan, in consultation with the client that reflects the client's preferences and treatment goals. Individualized care plans may include but are not limited to:
    - 1.10.2.2.1. Comprehensive care, including physical and mental health care needs such as prevention and wellness, oral health, acute care, mental health treatment, rehabilitation, and chronic care.
    - 1.10.2.2.2. Assessments that include use the Department's screening tools.
    - 1.10.2.2.3. Documentation of care plan reevaluation every 6 months at a minimum.
  - 1.10.2.3. Coordinating access to medically appropriate levels of health and community support services.
  - 1.10.2.4. Ensuring continuity of care through accurate and timely communication of care plans across primary and specialty providers involved with client medical, behavioral health, and support care.
  - 1.10.2.5. Conducting continuous assessments of client needs for support, including but not limited to personal support systems.
  - 1.10.2.6. Conducting routing follow-ups that focus on client relationship-building and care plan revisions as needs evolve over time, including, but not limited to:
    - 1.10.2.6.1. Various case management encounters which may include:

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- 1.10.2.6.1.1. Face-to-face meeting.
- 1.10.2.6.1.2. Telephone contact.
- 1.10.2.6.1.3. Other forms of communication and outreach.
- 1.10.2.7. Health promotion and health education.
- 1.10.2.8. Treatment adherence counseling to promote functional independence, maintain health, ensure readiness for and adherence to complex HIV treatments.
- 1.10.2.9. Reviewing services utilization to assist individuals overcoming healthcare systemic barriers, improving quality and safety of individuals receiving services, and reducing duplication of services.
- 1.10.2.10. Assisting individuals with accessing public and private programs for which they may be eligible, which may include but are not limited to:
  - 1.10.2.10.1. Medicaid.
  - 1.10.2.10.2. Children's Health Insurance Program (CHIP).
  - 1.10.2.10.3. Medicare Savings Programs.
  - 1.10.2.10.4. Pharmaceutical Manufacturer's Patient Assistance Programs.
  - 1.10.2.10.5. Department of Labor-funded services.
  - 1.10.2.10.6. Department of Education-funded services.
  - 1.10.2.10.7. Other state or local health care and supportive services.
  - 1.10.2.10.8. Private health care plans.
  - 1.10.2.10.9. Public marketplace.
  - 1.10.2.10.10. Dental plans.
- 1.10.3. The Contractor must ensure contracted services are provided by a Medical Case Manager who meets a minimum of one (1) of the following criteria:
  - 1.10.3.1. An individual licensed as a health or social service professional in the State of New Hampshire; or

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- 1.10.3.2. An individual under the direct supervision of a New Hampshire licensed health or social service professional, with experience in the medical or human services field, such as nursing, social work, psychology, counseling, or health education in accordance with the following criteria:
  - 1.10.3.2.1. Bachelor's degree with two (2) years of experience; or
  - 1.10.3.2.2. Associate's degree with three (3) years of experience; or
  - 1.10.3.2.3. High school diploma or General Education development with five (5) years of experience.
- 1.10.4. The Contractor must implement policies and procedures that ensure:
  - 1.10.4.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.10.4.2. The ability to complete required documentation and data entry, and to ensure confidentiality of data.
- 1.10.5. The Contractor must ensure MCM services are provided by trained professionals, including individuals who are medically credentialed and other allied health care staff ensuring:
  - 1.10.5.1. Work experience includes subject matter expertise that reflects requisite experience, education, and/or training consistent with the scope of the role as stated in Section 2.1.8.2.
  - 1.10.5.2. Preferred experience may include, but is not limited to previous counseling, and/or direct provision of services, related to:
    - 1.10.5.2.1. HIV disease and treatment.
    - 1.10.5.2.2. Adherence counseling.
    - 1.10.5.2.3. Care Coordination.
    - 1.10.5.2.4. Health coaching.
    - 1.10.5.2.5. HIV disease process.
    - 1.10.5.2.6. Oral health.
    - 1.10.5.2.7. Risk reduction.

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- 1.10.5.2.8. Prevention strategies.
- 1.10.5.2.9. Harm reduction.
- 1.10.5.2.10. Substance abuse treatment.
- 1.10.5.2.11. Nutrition.
- 1.10.5.2.12. Polypharmacy.
- 1.10.5.2.13. Chronic disease management.
- 1.10.5.2.14. End-of-life.
- 1.10.5.2.15. Health promotion.

**1.11. Non-Medical Care Management Services**

- 1.11.1. The Contractor must provide Non-Medical Case Management (NMCM) Services, which are a range of client-centered services that improve access to and retention of needed core medical and support services.
- 1.11.2. The Contractor must ensure NMCM Services include, but are not limited to:
  - 1.11.2.1. Completing an initial assessment of service needs for each individual in accordance with the Standards of Care for NH HIV/AIDS Services, [care-stds-of-care.pdf \(nh.gov\)](#)
  - 1.11.2.2. Completing an assessment of the individual's behavioral health needs using the Department's behavioral health screening tool, in accordance with the Standards of Care for NH HIV/AIDS Services.
  - 1.11.2.3. Developing individualized comprehensive care plans that include, but are not limited to:
    - 1.11.2.3.1. Goals, as identified by the individuals served.
    - 1.11.2.3.2. HIV support services needed.
    - 1.11.2.3.3. Action steps to be taken in order to achieve goals.
    - 1.11.2.3.4. Specific date by which the individual plans to achieve identified goals.
  - 1.11.2.4. Coordinating, guiding, and assisting with access to:

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- 1.11.2.4.1. Timely medically appropriate levels of health and support services and continuity of care.
- 1.11.2.4.2. Social services.
- 1.11.2.4.3. Community services.
- 1.11.2.4.4. Legal services.
- 1.11.2.4.5. Financial services.
- 1.11.2.4.6. Employment services.
- 1.11.2.4.7. Public and private programs for which individuals may be eligible, which may include, but are not limited to:
  - 1.11.2.4.7.1. Medicaid.
  - 1.11.2.4.7.2. Children's Health Insurance Program (CHIP).
  - 1.11.2.4.7.3. Medicare Part D.
  - 1.11.2.4.7.4. Pharmaceutical Manufacturer's Patient Assistance Program.
- 1.11.2.4.8. Department of Labor-funded services.
- 1.11.2.4.9. Department of Education-funded services.
- 1.11.2.4.10. Other state or local health care and supportive services.
- 1.11.2.4.11. Private health care plans.
- 1.11.2.4.12. Vocational services.
- 1.11.2.4.13. Other necessary services.
- 1.11.2.5. Advocating or reviewing utilization of service that is client-specific.
- 1.11.2.6. Re-evaluating care plans every six (6) months to ensure care plans are updated as appropriate.
- 1.11.3. The Contractor must ensure continuity of services among all client providers in accordance with Health Resources and Administration and the Clinical Guidelines for the Treatment of HIV/AIDS.
- 1.11.4. The Contractor must provide NMCM services using forms of communication that may include, but are not limited to:

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- 1.11.4.1. Face-to-face.
- 1.11.4.2. Phone contact.
- 1.11.4.3. Other forms of communication including but not limited to email and regular mail as appropriate.
- 1.11.5. The Contractor must ensure services are provided by a case manager whose job duties must include, but are not limited to:
  - 1.11.5.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.11.5.2. The ability to complete documentation required.
- 1.11.6. The Contractor must ensure the case manager has one of the following:
  - 1.11.6.1. Bachelor's degree with two years of relevant experience; or
  - 1.11.6.2. Associate's degree with three years of relevant experience; or
  - 1.11.6.3. High school diploma or General Educational Development with five years of relevant experience.

**1.12. HIV Support Services**

- 1.12.1. The Contractor must coordinate the provision of HIV Support services to eligible individuals in accordance with the Standards of Care for NH HIV/AIDS Services which include:
  - 1.12.1.1. Food Bank/home delivered meals;
  - 1.12.1.2. Housing;
  - 1.12.1.3. Linguistic services; and
  - 1.12.1.4. Medical transportation.
- 1.12.2. The Contractor must ensure Food Bank services and home delivered meal services are provided in accordance with Human Resources Services Administration (HRSA), which includes:
  - 1.12.2.1. Providing food items;
  - 1.12.2.2. Providing hot meals;
  - 1.12.2.3. Implementing a voucher program to purchase food items;



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- 1.12.2.4. Providing essential non-food items that include, but are not limited to:
  - 1.12.2.4.1. Personal hygiene products.
  - 1.12.2.4.2. Household cleaning supplies.
  - 1.12.2.4.3. Water filtration or purification systems in communities where water safety issues exist.
- 1.12.3. The contractor must coordinate housing services, which include, but are not limited to:
  - 1.12.3.1. Transitional, short-term, or emergency housing assistance that enables an individual or family to gain or maintain outpatient or ambulatory health services and treatment.
  - 1.12.3.2. Development of individualized housing plans to guide individuals to permanent housing, ensuring updates are completed on an annual basis.
  - 1.12.3.3. Housing referral services that include, but are not limited to:
    - 1.12.3.3.1. Providing transitional, short-term, or emergency housing assistance.
    - 1.12.3.3.2. Developing individualized housing plans to guide client linkages to permanent housing and ensuring plans are updated annually.
    - 1.12.3.3.3. Providing housing referral services that include, but are not limited to:
      - 1.12.3.3.3.1. Client needs assessment.
      - 1.12.3.3.3.2. Housing searches based on clients' needs assessments.
      - 1.12.3.3.3.3. Housing advocacy services on behalf of the eligible client.
      - 1.12.3.3.3.4. Paying fees associated with housing services.

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1.12.4. The Contractor must provide non-emergency medical transportation that enables an eligible client to access or be retained in core medical support services. The Contractor may:

1.12.4.1. Enter into contracts with providers of transportation services.

1.12.4.2. Provide mileage reimbursement, through a non-cash system, that enables clients to travel to necessary medical appointments or other support services in accordance with the rates established by the Federal Joint Travel Regulations.

1.12.4.3. Organize and use volunteer drivers.

1.12.4.4. Establish a voucher or token system.

**1.13. Staffing**

1.13.1. The Contractor must notify the NH Care Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

**1.14. Reporting**

1.14.1. The Contractor must submit a detailed description of the language assistance services they will provide to Limited English Proficiency (LEP persons) to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

1.14.2. The Contractor must submit quarterly narrative reports that reflect funded program services in accordance with the AIDS Service Organization Quarterly Report, Appendix H, fifteen (15) business days after the close of each quarter.

1.14.3. The Contractor must submit a year-end report no later than forty-five (45) days after the end of the contract year in a format similar to the quarterly reports.

1.14.4. The Contractor must submit a Continuity of Operations Plan (COOP) to ensure timely continued MCM, NMCM or HIV support services, as applicable, within forty-five (45) days of the contract effective date.

1.14.5. The Contractor must submit an initial and yearly updated Quality Management plan to the NH Care Program that addresses the following:

1.14.5.1. Quality statement.

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- 1.14.5.2. Quality improvement infrastructure.
- 1.14.5.3. Priorities.
- 1.14.5.4. Performance measurement.
- 1.14.5.5. Quality improvement activities.
- 1.14.5.6. Action plan with a timeline and responsible parties.
- 1.14.5.7. Engagement of stakeholders.
- 1.14.5.8. Evaluation.

- 1.14.6. The Contractor must participate an annual site visit conducted by the Department, in accordance with the NH CARE Program Annual Monitoring Site Visit Process – NH Ryan White Part B which is posted on the Department's website:

<https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>

- 1.14.7. The Contractor must participate, in an orientation site visit with the Department, within six (6) months of Governor and Council approval, during which the Contractor must provide the Department with an overview of roles and responsibilities for the contract. of the Department may review the following on the orientation site visit, which includes but is not limited to:

- 1.14.7.1. Monitoring tools,
- 1.14.7.2. The Program,
- 1.14.7.3. Fiscal, and
- 1.14.7.4. Service delivery requirements.

- 1.14.8. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

**1.15. Training**

- 1.15.1. The Contractor must ensure all staff participate in quarterly NH CARE Program sponsored training and technical assistance events.

**1.16. Performance Measures**

- 1.16.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

**1.16.1.1. Performance Measure #1**

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- 1.16.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services.
- 1.16.1.1.2. Target: Chart reviews result in zero (0) citations for assessment and service planning standards.
- 1.16.1.1.3. Numerator: Number of charts reviewed at site visits that produce zero (0) citations for assessment and service planning.
- 1.16.1.1.4. Denominator: Number of charts reviewed at site visits.
- 1.16.1.1.5. Data Source: Site visit reports.

**1.16.1.2. Performance Measure #2**

- 1.16.1.2.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.
- 1.16.1.2.2. Citations for assessment and service planning will have a corrective action plan developed and approved by the NH care Program within thirty (30) days of receipt of site visit report.
- 1.16.1.2.3. Numerator: Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.
- 1.16.1.2.4. Denominator: Number of citations for assessment and service planning.
- 1.16.1.2.5. Data Source: Site visit report and corrective action plan.

**1.16.1.3. Performance Measure #3**

- 1.16.1.3.1. Goal: To integrate clinical quality management into NH HIV/AIDS services.
- 1.16.1.3.2. Medical case management agencies must develop a quality statement for integration into a quality management plan.

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1.16.1.3.3. Numerator: Number of quality statements.

1.16.1.3.4. Denominator: Number of medical case management agencies.

1.16.1.3.5. Data Source: Quality management plan submission and approval dates.

**1.17. Background Checks**

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.18. Confidential Data**

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.19. Privacy Impact Assessment**

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department

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system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.19.1.1. How PII is gathered and stored;
- 1.19.1.2. Who will have access to PII;
- 1.19.1.3. How PII will be used in the system;
- 1.19.1.4. How individual consent will be achieved and revoked; and
- 1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.20. Department Owned Devices, Systems and Network Usage**

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

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- 1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.20.1.9. Agree when utilizing the Department's email system:
  - 1.20.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
  - 1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must

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- 1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
- 1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.20.2. Workspace Requirement
  - 1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.21. Contract End-of-Life Transition Services
  - 1.21.1. General Requirements
    - 1.21.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from



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**EXHIBIT B**

the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.21.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.21.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and

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**EXHIBIT B**

conditions remain in effect until the Data Transition is accepted as complete by the Department.

- 1.21.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

- 1.21.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

- 1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.21.4. State of New Hampshire's Website Copyright

- 1.21.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or

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**EXHIBIT B**

information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

**3.5. Eligibility Determinations**

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

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**EXHIBIT B**

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**4. Records**

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

4.1.4. Medical records on each patient/recipient of services.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Pharmaceutical Rebates):
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget SFY24 through C-6, Budget SFY29
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services  
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Immunodeficiency Virus (HIV)**

**EXHIBIT C**

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.



## Exhibit C-1 Budget SFY24

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse- Seacoast                                                                              |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | October 1, 2023 to June 30, 2024                                                                    |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$33,700                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$9,500                                                                                             |
| 3. Consultants                                                                                                        | \$5,300                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$400                                                                                               |
| 6. Travel                                                                                                             | \$200                                                                                               |
| 7. Software                                                                                                           | \$400                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$15,100                                                                                            |
| 10. Telephone                                                                                                         | \$3,600                                                                                             |
| 11. Postage                                                                                                           | \$500                                                                                               |
| 12. Audit and Legal                                                                                                   | \$5,700                                                                                             |
| 13. Insurance                                                                                                         | \$0                                                                                                 |
| 14. Other: Printing                                                                                                   | \$1,200                                                                                             |
| 15. Other: Food and Nutrition                                                                                         | \$2,000                                                                                             |
| 16. Other: Medical Transporation                                                                                      | \$984                                                                                               |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$12,300                                                                                            |
| Total Direct Costs                                                                                                    | \$91,084                                                                                            |
| Total Indirect Costs                                                                                                  | \$9,108                                                                                             |
| <b>TOTAL</b>                                                                                                          | <b>\$100,192</b>                                                                                    |

Contractor Initial:

## Exhibit C-2 Budget SFY25

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse Seacoast                                                                               |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2024 to June 30, 2025                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| Line Item                                                                                                             | Program Cost - Funded by DHHS                                                                       |
| 1. Salary & Wages                                                                                                     | \$43,300                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$12,100                                                                                            |
| 3. Consultants                                                                                                        | \$7,100                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$1,000                                                                                             |
| 6. Travel                                                                                                             | \$300                                                                                               |
| 7. Software                                                                                                           | \$400                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$20,100                                                                                            |
| 10. Telephone                                                                                                         | \$4,800                                                                                             |
| 11. Postage                                                                                                           | \$700                                                                                               |
| 12. Audit and Legal                                                                                                   | \$6,700                                                                                             |
| 13. Insurance                                                                                                         | \$4,500                                                                                             |
| 14. Other: Printing                                                                                                   | \$1,600                                                                                             |
| 15. Other: Food and Nutrition                                                                                         | \$2,500                                                                                             |
| 16. Other: Medical Transportation                                                                                     | \$1,145                                                                                             |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$15,000                                                                                            |
| <b>Total Direct Costs</b>                                                                                             | <b>\$121,445</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$12,145</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$133,590</b>                                                                                    |

Contractor Initial:

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Date: 8/28/2023

## Exhibit C-3 Budget SFY26

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse- Seacoast                                                                              |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2025 to June 30, 2026                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$49,600                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$14,400                                                                                            |
| 3. Consultants                                                                                                        | \$7,100                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$500                                                                                               |
| 6. Travel                                                                                                             | \$200                                                                                               |
| 7. Software                                                                                                           | \$400                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$21,100                                                                                            |
| 10. Telephone                                                                                                         | \$4,800                                                                                             |
| 11. Postage                                                                                                           | \$700                                                                                               |
| 12. Audit and Legal                                                                                                   | \$6,500                                                                                             |
| 13. Insurance                                                                                                         | \$4,500                                                                                             |
| 14. Other: Printing                                                                                                   | \$1,600                                                                                             |
| 15. Other: Food and Nutrition                                                                                         | \$1,200                                                                                             |
| 16. Other: Medical Transporation                                                                                      | \$645                                                                                               |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$8,000                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$121,445</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$12,145</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$133,590</b>                                                                                    |

Contractor Initial:

Date: 8/28/2023

## Exhibit C-4 Budget SFY27

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse- Seacoast                                                                              |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2026 to June 30, 2027                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$49,600                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$14,400                                                                                            |
| 3. Consultants                                                                                                        | \$7,100                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$500                                                                                               |
| 6. Travel                                                                                                             | \$200                                                                                               |
| 7. Software                                                                                                           | \$400                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$22,150                                                                                            |
| 10. Telephone                                                                                                         | \$4,800                                                                                             |
| 11. Postage                                                                                                           | \$700                                                                                               |
| 12. Audit and Legal                                                                                                   | \$6,500                                                                                             |
| 13. Insurance                                                                                                         | \$4,500                                                                                             |
| 14. Other: Printing                                                                                                   | \$1,600                                                                                             |
| 15. Other: Food and Nutrition                                                                                         | \$1,000                                                                                             |
| 16. Other: Medical Transporation                                                                                      | \$695                                                                                               |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$7,100                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$121,445</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$12,145</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$133,590</b>                                                                                    |

Contractor Initial:

Date: 8/28/2023

## Exhibit C-5 Budget SFY28

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse- Seacoast                                                                              |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2027 to June 30, 2028                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$49,600                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$14,400                                                                                            |
| 3. Consultants                                                                                                        | \$7,100                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$500                                                                                               |
| 6. Travel                                                                                                             | \$200                                                                                               |
| 7. Software                                                                                                           | \$400                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$22,150                                                                                            |
| 10. Telephone                                                                                                         | \$4,800                                                                                             |
| 11. Postage                                                                                                           | \$700                                                                                               |
| 12. Audit and Legal                                                                                                   | \$6,500                                                                                             |
| 13. Insurance                                                                                                         | \$4,500                                                                                             |
| 14. Other: Printing                                                                                                   | \$1,600                                                                                             |
| 15. Other: Food and Nutrition                                                                                         | \$1,000                                                                                             |
| 16. Other: Medical Transportation                                                                                     | \$695                                                                                               |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$7,100                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$121,445</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$12,145</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$133,590</b>                                                                                    |

Contractor Initial:

Date: 8/28/2023



## Exhibit C-6 Budget SFY29

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | AIDS Resonse- Seacoast                                                                              |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2028 to October 1, 2028                                                                     |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$12,000                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$3,600                                                                                             |
| 3. Consultants                                                                                                        | \$1,600                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5. Supplies - Office                                                                                                  | \$200                                                                                               |
| 6. Travel                                                                                                             | \$100                                                                                               |
| 7. Software                                                                                                           | \$200                                                                                               |
| 8. Education and Training                                                                                             | \$100                                                                                               |
| 9. Occupancy                                                                                                          | \$5,500                                                                                             |
| 10. Telephone                                                                                                         | \$1,200                                                                                             |
| 11. Postage                                                                                                           | \$200                                                                                               |
| 12. Audit and Legal                                                                                                   | \$500                                                                                               |
| 13. Insurance                                                                                                         | \$4,360                                                                                             |
| 14. Other: Printing                                                                                                   | \$400                                                                                               |
| 15. Other: Food and Nutrition                                                                                         | \$100                                                                                               |
| 16. Other: Medical Transportation                                                                                     | \$100                                                                                               |
| 17. Other: Linguistic Services                                                                                        | \$100                                                                                               |
| 18. Other: Housing                                                                                                    | \$100                                                                                               |
| <b>Total Direct Costs</b>                                                                                             | <b>\$30,360</b>                                                                                     |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$3,036</b>                                                                                      |
| <b>TOTAL</b>                                                                                                          | <b>\$33,396</b>                                                                                     |

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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**A. Definitions**

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

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

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

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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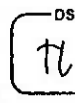
or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR****A. Business Use and Disclosure of Confidential Information.**

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

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## New Hampshire Department of Health and Human Services

## Exhibit D

## DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

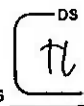
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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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

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

**V. LOSS REPORTING**

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

##### A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

##### DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## New Hampshire Department of Health and Human Services

## Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions.**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

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## New Hampshire Department of Health and Human Services

**Exhibit E**

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

- I. For the proper management and administration of the Business Associate;
- II. As required by law, according to the terms set forth in paragraph c. and d. below;
- III. According to the HIPAA minimum necessary standard;
- IV. For data aggregation purposes for the health care operations of the Covered Entity; and
- V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHSPPrivacyOfficer@dhhs.nh.gov](mailto:DHSPPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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## New Hampshire Department of Health and Human Services

## Exhibit E

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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.
  - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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## New Hampshire Department of Health and Human Services

## Exhibit E

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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.

- l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

Exhibit E

Contractor Initials

## New Hampshire Department of Health and Human Services

## Exhibit E

comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

DocuSigned by:

Iain Watt

07789863F0704C7

Signature of Authorized Representative

Iain Watt

Name of Authorized Representative

Deputy Director - DPHS

Title of Authorized Representative

8/29/2023

Date

AIDS Response Seacoast

Name of the Contractor

DocuSigned by:

Tamara Leibowitz

23FE1C1A7BE49D

Signature of Authorized Representative

Tamara Leibowitz

Name of Authorized Representative

Executive Director

Title of Authorized Representative

8/28/2023

Date

Exhibit E

Contractor Initials

DS  
TL

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AIDS RESPONSE-SEACOAST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 08, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 125957

Certificate Number: 0006297165



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



COMPASSION | CARE | PREVENTION

**Corporate Resolution**

I, Raymond Oullette, hereby certify that I am duly elected President of the board of  
(Name)  
AIDS Response Seacoast. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)  
a meeting of the Board of Directors/shareholders, duly called and held on August 17, 20 23,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Tamara Leibowitz, Executive Director is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

AIDS Response Seacoast with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of this  
vote.

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

DATED: 8/17/2023

ATTEST: Ray Oullette  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2023

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

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

| <b>PRODUCER</b><br>Cross Insurance-Manchester<br>1100 Elm Street<br><br>Manchester, NH 03101 | <b>CONTACT NAME:</b> Laurie Infantino<br><b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> Manch.Certs@crossagency.com                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|-------------------------------|-------|------------|------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>AIDS Response - Seacoast<br>7 Junkins Avenue<br>Portsmouth, NH 03801       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>FirstComp Insurance Co</td> <td>27628</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Philadelphia Indemnity Ins Co | 18058 | INSURER B: | FirstComp Insurance Co | 27628 | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NAIC #                        |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                   | Philadelphia Indemnity Ins Co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 18058                         |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                   | FirstComp Insurance Co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 27628                         |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |        |            |                               |       |            |                        |       |            |  |  |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER: 23-24 GL &amp; WC

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |                                           |           |
|----------|-----------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|-------------------------------------------|-----------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |           |          | PHPK2415188           | 07/01/2023              | 07/01/2024              | EACH OCCURRENCE                                                                 |                                           |           |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |                       |                         |                         | \$ 1,000,000                                                                    |                                           |           |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |           |          |                       |                         |                         |                                                                                 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                       |                         |                         | MED EXP (Any one person)                                                        | \$ 10,000                                 |           |
|          | OTHER:                                                                                                    |           |          |                       |                         |                         | PERSONAL & ADV INJURY                                                           | \$ 1,000,000                              |           |
|          | AUTOMOBILE LIABILITY                                                                                      |           |          |                       |                         |                         | GENERAL AGGREGATE                                                               | \$ 3,000,000                              |           |
|          | <input type="checkbox"/> ANY AUTO                                                                         |           |          |                       |                         |                         | PRODUCTS - COMP/OP AGG                                                          | \$ 3,000,000                              |           |
|          | <input type="checkbox"/> OWNED AUTOS ONLY                                                                 |           |          |                       |                         |                         | Professional Liability                                                          | \$ 1,000,000                              |           |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                 |           |          |                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                                             | \$                                        |           |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                  |           |          |                       |                         |                         | BODILY INJURY (Per person)                                                      | \$                                        |           |
|          | <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                             |           |          |                       |                         |                         | BODILY INJURY (Per accident)                                                    | \$                                        |           |
|          | UMBRELLA LIAB                                                                                             |           |          |                       |                         |                         | PROPERTY DAMAGE (Per accident)                                                  | \$                                        |           |
|          | <input type="checkbox"/> EXCESS LIAB                                                                      |           |          |                       |                         |                         |                                                                                 | \$                                        |           |
|          | <input type="checkbox"/> OCCUR                                                                            |           |          |                       |                         |                         | EACH OCCURRENCE                                                                 | \$                                        |           |
|          | <input type="checkbox"/> CLAIMS-MADE                                                                      |           |          |                       |                         |                         | AGGREGATE                                                                       | \$                                        |           |
|          | DED                                                                                                       |           |          |                       |                         |                         |                                                                                 | \$                                        |           |
|          | RETENTION \$                                                                                              |           |          |                       |                         |                         |                                                                                 | \$                                        |           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |           |          | WC0168145-08 (3a.) NH | 02/01/2023              | 02/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                           |           |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N       |          |                       |                         |                         | E.L. EACH ACCIDENT                                                              | \$ 100,000                                |           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    | Y         | N/A      |                       |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                      | \$ 100,000                                |           |
| B        | Richard Wagner is excluded from the workers compensation coverage                                         |           |          |                       |                         |                         | E.L. DISEASE - POLICY LIMIT                                                     | \$ 500,000                                |           |

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

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

## CANCELLATION

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

State of NH Department of Health and Human Services  
 129 Pleasant Street

Concord, NH 03301

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COMPASSION | CARE | PREVENTION

## **AIDS Response Seacoast**

***AIDS Response Seacoast (ARS)*** is a non-profit community-based HIV/AIDS Service Organization (ASO), based in Portsmouth, NH, dedicated to providing education, direct assistance and advocacy to persons and communities affected by HIV infection. We provide direct service to clients at all stages of HIV infection who live in Rockingham and Strafford Counties in New Hampshire and educational programs throughout Seacoast New England. ARS evolved as a grassroots response to the epidemic in 1987 to offer vital emotional and practical support to people living with HIV infection and AIDS. Services provided by ARS are free of charge to persons living with HIV.

### **Our Mission**

- To honor the inherent dignity and strength of people living with HIV/AIDS
- To support and assist persons infected with and affected by HIV/AIDS in maintaining a high quality of life through direct assistance, education and advocacy.
- To prevent new HIV infection and promote safer practices through education/prevention activities for local and regional communities.
- To counteract myths and stereotypes about HIV/AIDS
- To increase and diversify the network of HIV/AIDS related service providers in the communities we serve.
- To play an active role in affecting local, state and national policies on civil rights, discrimination, HIV/AIDS prevention, education, research, and direct care



**AIDS RESPONSE – SEACOAST  
FINANCIAL REPORT  
JUNE 30, 2022 AND 2021**

*AIDS RESPONSE – SEACOAST  
FINANCIAL REPORT  
JUNE 30, 2022 AND 2021*

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## **PLODZIK & SANDERSON**

*Professional Association/Accountants & Auditors*

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX 603-224-1380

### ***INDEPENDENT AUDITORS' REPORT***

To the Board of Directors  
AIDS Response – Seacoast  
Portsmouth, New Hampshire

#### ***Opinion***

We have audited the accompanying financial statements of AIDS Response – Seacoast (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AIDS Response – Seacoast as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting policies generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of AIDS Response – Seacoast and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management 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, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about AIDS Response – Seacoast's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

#### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

*AIDS Response – Seacoast  
Independent Auditor's Report*

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 AIDS Response – Seacoast's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AIDS Response – Seacoast's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

November 16, 2022

*Plodzik & Sanderson  
Professional Association*

## ***FINANCIAL STATEMENTS***

*AIDS RESPONSE - SEACOAST  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2022 AND 2021*

| ASSETS                                  |                   |                   |
|-----------------------------------------|-------------------|-------------------|
|                                         | 2022              | 2021              |
| <b>CURRENT ASSETS</b>                   |                   |                   |
| Cash and cash equivalents               | \$ 110,719        | \$ 74,311         |
| Accounts receivable                     | 39,333            | 78,857            |
| Other receivables                       | 6,366             | -                 |
| Prepaid expenses                        | 1,892             | 1,877             |
| Inventory - food pantry                 | 3,000             | 3,000             |
| Total current assets                    | <u>161,310</u>    | <u>158,045</u>    |
| <b>PROPERTY AND EQUIPMENT</b>           |                   |                   |
| Office equipment and computers          | 11,417            | 11,417            |
| Furniture and fixtures                  | 12,215            | 12,215            |
|                                         | 23,632            | 23,632            |
| Less accumulated depreciation           | <u>23,632</u>     | <u>23,632</u>     |
|                                         | -                 | -                 |
| <b>TOTAL ASSETS</b>                     | <u>\$ 161,310</u> | <u>\$ 158,045</u> |
| <b>LIABILITIES AND NET ASSETS</b>       |                   |                   |
| <b>CURRENT LIABILITIES</b>              |                   |                   |
| Accrued expenses                        | <u>\$ 11,474</u>  | <u>\$ 10,464</u>  |
| <b>NET ASSETS</b>                       |                   |                   |
| Without donor restrictions              |                   |                   |
| Undesignated                            | <u>149,836</u>    | <u>147,581</u>    |
| <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u>\$ 161,310</u> | <u>\$ 158,045</u> |

**AIDS RESPONSE - SEACOAST**  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR THE YEAR ENDED JUNE 30, 2022**

|                                                             | WITHOUT<br>DONOR<br>RESTRICTIONS | WITH<br>DONOR<br>RESTRICTIONS | 2022<br>TOTAL     |
|-------------------------------------------------------------|----------------------------------|-------------------------------|-------------------|
| <b>OPERATING REVENUE</b>                                    |                                  |                               |                   |
| Grant revenue                                               | \$ 313,579                       | \$ -                          | \$ 313,579        |
| Event revenue                                               | 26,631                           | -                             | 26,631            |
| Municipal revenue                                           | 15,108                           | -                             | 15,108            |
|                                                             | <u>355,318</u>                   | <u>-</u>                      | <u>355,318</u>    |
| <b>SUPPORT</b>                                              |                                  |                               |                   |
| Cash donations                                              | 16,532                           | -                             | 16,532            |
| Donated materials and services                              | 8,451                            | -                             | 8,451             |
|                                                             | <u>24,983</u>                    | <u>-</u>                      | <u>24,983</u>     |
| <b>TOTAL REVENUE AND SUPPORT</b>                            | <u>380,301</u>                   | <u>-</u>                      | <u>380,301</u>    |
| <b>OPERATING EXPENSES</b>                                   |                                  |                               |                   |
| Program services:                                           |                                  |                               |                   |
| Client services                                             | 348,204                          | -                             | 348,204           |
| Fundraising                                                 | 11,344                           | -                             | 11,344            |
| Management and general                                      | 18,516                           | -                             | 18,516            |
| <b>TOTAL OPERATING EXPENSES</b>                             | <u>378,064</u>                   | <u>-</u>                      | <u>378,064</u>    |
| <b>DECREASE IN NET ASSETS<br/>FROM OPERATING ACTIVITIES</b> | <u>2,237</u>                     | <u>-</u>                      | <u>2,237</u>      |
| <b>NONOPERATING ACTIVITIES</b>                              |                                  |                               |                   |
| Interest income                                             | 18                               | -                             | 18                |
| <b>DECREASE IN NET ASSETS</b>                               | <u>2,255</u>                     | <u>-</u>                      | <u>2,255</u>      |
| <b>NET ASSETS - BEGINNING</b>                               | <u>147,581</u>                   | <u>-</u>                      | <u>147,581</u>    |
| <b>NET ASSETS - ENDING</b>                                  | <u>\$ 149,836</u>                | <u>\$ -</u>                   | <u>\$ 149,836</u> |

The Notes to Financial Statements are an integral part of these statements.

*AIDS RESPONSE - SEACOAST*  
*STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS*  
*FOR THE YEAR ENDED JUNE 30, 2021*

|                                                     | WITHOUT<br>DONOR<br>RESTRICTIONS | WITH<br>DONOR<br>RESTRICTIONS | 2021<br>TOTAL     |
|-----------------------------------------------------|----------------------------------|-------------------------------|-------------------|
| OPERATING REVENUE                                   |                                  |                               |                   |
| Grant revenue                                       | \$ 308,746                       | \$ -                          | \$ 308,746        |
| Event revenue                                       | 27,786                           | -                             | 27,786            |
| Municipal revenue                                   | 13,058                           | -                             | 13,058            |
|                                                     | <u>349,590</u>                   | <u>-</u>                      | <u>349,590</u>    |
| SUPPORT                                             |                                  |                               |                   |
| Cash donations                                      | 15,758                           | -                             | 15,758            |
| Donated materials and services                      | 7,703                            | -                             | 7,703             |
|                                                     | <u>23,461</u>                    | <u>-</u>                      | <u>23,461</u>     |
| TOTAL REVENUE AND SUPPORT                           | <u>373,051</u>                   | <u>-</u>                      | <u>373,051</u>    |
| OPERATING EXPENSES                                  |                                  |                               |                   |
| Program services:                                   |                                  |                               |                   |
| Client services                                     | 353,313                          | -                             | 353,313           |
| Fundraising                                         | 11,145                           | -                             | 11,145            |
| Management and general                              | 25,228                           | -                             | 25,228            |
| TOTAL OPERATING EXPENSES                            | <u>389,686</u>                   | <u>-</u>                      | <u>389,686</u>    |
| INCREASE IN NET ASSETS<br>FROM OPERATING ACTIVITIES | <u>(16,635)</u>                  | <u>-</u>                      | <u>(16,635)</u>   |
| NONOPERATING ACTIVITIES                             |                                  |                               |                   |
| Interest income                                     | 20                               | -                             | 20                |
| INCREASE IN NET ASSETS                              | <u>(16,615)</u>                  | <u>-</u>                      | <u>(16,615)</u>   |
| NET ASSETS - BEGINNING                              | 164,196                          | -                             | 164,196           |
| NET ASSETS - ENDING                                 | <u>\$ 147,581</u>                | <u>\$ -</u>                   | <u>\$ 147,581</u> |



*AIDS RESPONSE - SEACOAST*  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2022**

|                                    | Program<br>Services | Support Services |                              |                   |
|------------------------------------|---------------------|------------------|------------------------------|-------------------|
|                                    | Client<br>Services  | Fundraising      | Management<br>and<br>General | Total             |
| Salaries                           | \$ 219,950          | \$ 3,570         | \$ 3,570                     | \$ 227,090        |
| Payroll tax expense                | 17,653              | 286              | 286                          | 18,225            |
| Fringe benefits                    | 22,966              | -                | 11,215                       | 34,181            |
| <u>Contracted services</u>         |                     |                  |                              |                   |
| Contracted educational services    | 3,600               | -                | -                            | 3,600             |
| Contracted technical support       | 1,000               | -                | -                            | 1,000             |
| Contracted quality improvement     | 5,575               | -                | -                            | 5,575             |
| <u>Direct financial assistance</u> |                     |                  |                              |                   |
| Shelter assistance                 | 20,829              | -                | -                            | 20,829            |
| Food                               | 11,503              | -                | -                            | 11,503            |
| Client transportation expense      | 1,874               | -                | -                            | 1,874             |
| Other client support               | 995                 | -                | -                            | 995               |
| Supplies                           | 2,784               | 23               | 120                          | 2,927             |
| Copying and printing               | 2,000               | 82               | 82                           | 2,164             |
| Telephone and internet             | 4,592               | 255              | 255                          | 5,102             |
| Training and conferences           | -                   | -                | -                            | -                 |
| Travel                             | 136                 | -                | -                            | 136               |
| General insurance                  | 3,940               | 218              | 218                          | 4,376             |
| Equipment purchase and repairs     | 903                 | -                | -                            | 903               |
| Postage                            | 1,897               | 16               | 16                           | 1,929             |
| Rent                               | 18,500              | 1,021            | 1,021                        | 20,542            |
| Dues and subscriptions             | -                   | -                | 438                          | 438               |
| Professional fees                  | 7,507               | 307              | 1,083                        | 8,897             |
| Bank charges                       | -                   | -                | 115                          | 115               |
| Miscellaneous                      | -                   | -                | 97                           | 97                |
| Fundraising event costs            | -                   | 5,566            | -                            | 5,566             |
| <u>Totals</u>                      | <u>\$ 348,204</u>   | <u>\$ 11,344</u> | <u>\$ 18,516</u>             | <u>\$ 378,064</u> |

**AIDS RESPONSE - SEACOAST**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2021**

|                                    | Program<br>Services | Support Services |                              |                   |
|------------------------------------|---------------------|------------------|------------------------------|-------------------|
|                                    | Client<br>Services  | Fundraising      | Management<br>and<br>General | Total             |
| Salaries                           | \$ 226,046          | \$ 3,693         | \$ 3,693                     | \$ 233,432        |
| Payroll tax expense                | 18,550              | 297              | 297                          | 19,144            |
| Fringe benefits                    | 26,438              | -                | 17,343                       | 43,781            |
| <u>Contracted services</u>         |                     |                  |                              |                   |
| Contracted educational services    | 3,600               | -                | -                            | 3,600             |
| Contracted technical support       | 580                 | -                | -                            | 580               |
| <u>Direct financial assistance</u> |                     |                  |                              |                   |
| Shelter assistance                 | 24,909              | -                | -                            | 24,909            |
| Food                               | 11,340              | -                | -                            | 11,340            |
| Client transportation expense      | 1,121               | -                | -                            | 1,121             |
| Other client support               | 1,000               | -                | -                            | 1,000             |
| Supplies                           | 1,382               | 20               | 568                          | 1,970             |
| Copying and printing               | 1,956               | 94               | 101                          | 2,151             |
| Telephone and internet             | 4,644               | 251              | 246                          | 5,141             |
| Training and conferences           | -                   | -                | -                            | -                 |
| Travel                             | 123                 | -                | -                            | 123               |
| General insurance                  | 3,841               | 213              | 213                          | 4,267             |
| Equipment purchase and repairs     | 829                 | -                | -                            | 829               |
| Postage                            | 1,078               | 21               | 21                           | 1,120             |
| Rent                               | 18,810              | 1,058            | 1,058                        | 20,926            |
| Dues and subscriptions             | -                   | -                | 518                          | 518               |
| Professional fees                  | 7,066               | 287              | 1,001                        | 8,354             |
| Bank charges                       | -                   | -                | 95                           | 95                |
| Miscellaneous                      | -                   | -                | 74                           | 74                |
| Fundraising event costs            | -                   | 5,211            | -                            | 5,211             |
| <u>Totals</u>                      | <u>\$ 353,313</u>   | <u>\$ 11,145</u> | <u>\$ 25,228</u>             | <u>\$ 389,686</u> |

The Notes to Financial Statements are an integral part of these statements.

*AIDS RESPONSE - SEACOAST  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021*

|                                                                                                          | 2022              | 2021             |
|----------------------------------------------------------------------------------------------------------|-------------------|------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                                              |                   |                  |
| Change in net assets                                                                                     | \$ 2,255          | \$ (16,615)      |
| Adjustments to reconcile change in net assets to<br>net cash provided by (used in) operating activities: |                   |                  |
| Changes in assets and liabilities:                                                                       |                   |                  |
| (Increase) decrease in accounts receivable                                                               | 39,524            | (5,952)          |
| (Increase) in other receivables                                                                          | (6,366)           |                  |
| (Increase) decrease in prepaid expenses                                                                  | (15)              | 987              |
| Increase in accrued expenses                                                                             | 1,010             | 192              |
| Net cash provided by (used in) operating activities                                                      | 36,408            | (21,388)         |
| Cash and cash equivalents:                                                                               |                   |                  |
| Beginning                                                                                                | 74,311            | 95,699           |
| Ending                                                                                                   | <u>\$ 110,719</u> | <u>\$ 74,311</u> |

**AIDS RESPONSE – SEACOAST**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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**AIDS RESPONSE – SEACOAST**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***1-A Organization***

AIDS Response - Seacoast (the Organization) is a non-stock, nonprofit corporation and is exempt for federal income tax purposes under Section 501(c) (3) of the Internal Revenue Code. 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 as provided in Section 17(b)(1)(A)(VI).

***1-B Activities and Program Services***

The Organization was formed to provide education, advocacy, referral, and other services to people whose lives are affected by the human immunodeficiency virus (HIV) at its various stages. Its service area encompasses the greater metropolitan area of Rockingham and Strafford Counties in New Hampshire and Southern York County in Maine. A description of the Organization's major classes of programs is as follows:

***Client Services*** - To provide direct assistance and coordination of benefits by third parties to people both infected and/or affected by HIV/AIDS.

***Education*** - To prevent new infections by offering educational programs and materials to the community.

***1-C Basis of Accounting***

The Organization prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

***1-D Financial Statement Presentation***

The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by the donor.

Net assets consist of the following:

***Without donor restrictions*** – net assets that are not restricted by donor-imposed stipulations and, therefore, are available to carry out the Organization's operations. Net assets without donor restrictions also include those net assets that are limited as to their use by action of the Board of Directors.

***With donor restrictions*** – net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations. When such stipulations end or are fulfilled, such net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

***1-E Income Taxes***

The Organization is a non-profit corporation determined to be exempt from Federal income taxes under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

***1-F Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

***1-G Cash and Cash Equivalents***

For purposes of reporting the statement of cash flows, the Organization considers all cash accounts and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of June 30, 2022 and 2021, the Organization maintained cash equivalents of \$110,719 and \$74,311, respectively.

**AIDS RESPONSE – SEACOAST**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**1-H Property and Equipment**

Property and equipment are recorded at cost when purchased and fair market value when donated. Equipment purchased at a cost greater than \$1,500 are capitalized, and equipment purchased at a cost less than \$1,500 are expensed in the year of purchase. Depreciation is calculated using the straight-line method over the following estimated useful lives:

|                                | Years  |
|--------------------------------|--------|
| Office equipment and computers | 3 - 7  |
| Furniture and fixtures         | 3 - 5  |
| Leasehold improvements         | 2 - 39 |
| Vehicle                        | 5      |

**1-I Revenue Recognition and Restricted Grant Revenues**

Contributions received are recorded as with or without donor restrictions, depending on the existence and/or nature of any donor restrictions.

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions 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 net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. The Organization reports gifts of land, buildings, and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

The Organization considers restricted grant revenues whose restrictions have been met in the same reporting period to be unrestricted revenue. The Organization has numerous reimbursement grants. The revenue from these grants is recognized as the costs are incurred.

**1-J Donated Services**

Numerous volunteers have donated significant amounts of time to the Organization's program services and fundraising efforts. The fair value of these services has not been recognized as revenue in the financial statements because they did not meet the criteria for recognition.

**1-K Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are also charged to each program based on direct expenses incurred or estimated usage.

**1-L Advertising Costs**

The Organization expenses all advertising costs as incurred in accordance with the American Institute of Certified Public Accountants Statement of Position 93-7, *Reporting on Advertising Costs*.

**1-M Accounting for Income Taxes**

The Organization considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Organization records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Organization recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses.

**AIDS RESPONSE – SEACOAST**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

The Organization is no longer subject to U.S. Federal and State informational return examinations by tax authorities for years before 2019. The Organization has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

**NOTE 2 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The Organization structures its financial assets, consisting of cash and equivalents to be available as its general expenditures, liabilities, and obligations come due within one year. The Organization receives cash flows mainly from grants and contributions. Financial assets available for general expenditure within one year of the statement of financial position date are comprised of the following at June 30, 2022:

|                                                                                              |                   |
|----------------------------------------------------------------------------------------------|-------------------|
| Financial assets at year-end:                                                                |                   |
| Cash and equivalents                                                                         | \$ 110,719        |
| Accounts receivable                                                                          | 39,333            |
| Other receivables                                                                            | 6,366             |
| Financial assets at year-end available to meet cash needs<br>for expenditure within one year | <u>\$ 156,418</u> |

**NOTE 3 – INVENTORY — FOOD PANTRY**

The Organization maintains a food pantry for the benefit of its clients. Inventory is recorded at cost for items purchased and fair value for items donated. Inventory as of June 30, 2022 and 2021, is valued at \$3,000 and \$3,000, respectively.

**NOTE 4 – ACCRUED EXPENSES**

Accrued expenses are comprised as follows:

|                     | 2022             | 2021             |
|---------------------|------------------|------------------|
| Accrued payroll     | \$ 3,520         | \$ 2,592         |
| Accrued earned time | 7,954            | 7,872            |
|                     | <u>\$ 11,474</u> | <u>\$ 10,464</u> |

**NOTE 5 – LINE OF CREDIT**

The Organization has a \$35,000 line of credit with Citizens Bank which matures December 30, 2022. Amounts borrowed under this agreement bear interest at 1.0% above the Wall Street Journal Prime Rate (4.75% at June 30, 2022). At June 30, 2022 and 2021, the Organization had no amounts outstanding on the line of credit. The line is secured by cash held in an account at the same financial institution. Funds in that account totaled \$85,294 and \$73,278 at June 30, 2022 and 2021, respectively.

**NOTE 6 – OPERATING LEASES**

On August 23, 2018, the Organization entered into a lease agreement with the City of Portsmouth commencing October 1, 2018 and terminating September 30, 2023. The lease requires annual rent of \$20,421. Rent is due in monthly installments of \$1,702. Total rent expense in these financial statements under these leases amounts to \$20,542 and \$20,926 for the years ended June 30, 2022 and 2021, respectively. The lease may be terminated with 30 days prior written notice. Annual rent is renegotiated each September 1 and is calculated on a formula based on the lessor's operating costs of the building, and square footage utilized by the Organization.

The Organization leased a copier machine at \$146 per month for 60 months. The term of the lease was August 1, 2016 through July 31, 2021. During June 2022, the Organization entered into a new lease at \$140 per month for 60 months, through June 23, 2027. Total equipment rental expense in these financial statements amounts to \$1,540 and \$1,746 for the years ended June 30, 2022 and 2021, respectively, and is included under the expense caption "Copying and Printing."

The Organization leases a postage meter at \$10 per month for 24 months. The term of this lease is June 19, 2022 through June 19, 2024. Total postal meter rental expense in these financial statements amounts to \$314 and \$380 for the years ended June 30, 2022 and 2021, respectively, and is included under the expense caption "Postage."

**AIDS RESPONSE – SEACOAST**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Future minimum lease payments under these leases, assuming future calculations of the office space lease remain constant, and the office space will be utilized for the full term of the lease, are as follows:

| For the year ending<br>June 30, |                  |
|---------------------------------|------------------|
| 2023                            | \$ 22,795        |
| 2024                            | 7,089            |
| 2025                            | 1,675            |
| 2026                            | 1,675            |
| Thereafter                      | 1,675            |
| <u>Total</u>                    | <u>\$ 34,909</u> |

**NOTE 7 – ADDITIONAL HOUSING SUPPORT**

AIDS Response - Seacoast coordinates for its clients with Merrimack Valley Assistance Program (MVAP) in Concord, New Hampshire, for direct housing support for their clients. Total support for the years ended June 30, 2022 and 2021 was \$67,374 and \$66,743, respectively. Funds are provided by the Department of Housing and Urban Development (HUD) through a program titled "Housing Opportunities for People with AIDS" (HOPWA). These funds are not reflected in the financial statements of the Organization.

**NOTE 8 – CURRENT VULNERABILITY DUE TO CONCENTRATIONS AND CONTINGENCIES**

**Concentration** - AIDS Response – Seacoast receives a substantial amount of its support in the form of grant revenues from the State of New Hampshire and the Federal government under the Ryan White Care Act, Part A, and other programs. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Organization and its ability to continue in its present capacity.

**Grant Contingency** - Amounts received or receivable from grantor agencies are subject to audit and adjustment by such grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenses which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

**NOTE 9 – COVID-19**

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a global pandemic. It is anticipated that the impact of the pandemic will continue for some time. As a result, economic uncertainties have arisen which could have a financial impact on the Organization. The full extent of the financial impact cannot be determined as of the date of the financial statements.

**NOTE 10 – SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing the financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through November 16, 2022, the date the June 30, 2022 financial statements were available to be issued, and noted no events occurred that require recognition or disclosure.





COMPASSION | CARE | PREVENTION

AIDS RESPONSE SEACOAST  
BOARD OF DIRECTORS  
7-1-2023

President

Raymond Ouellette

Vice President

Elvin Palacios

Treasurer

Art Nicholson,

Secretary

David Steady

Director

Tyra Bauguess

Director

Kelsey Elliott

Director

Jordan McKenny

Director

Monica Dorley

Director

Andrew Houldsworth

## Case Manager (Full time-Position 1)

Cory Towne-Kerr

### Work Experience

#### Medical Case Manager

*AIDS Response Seacoast, Portsmouth, NH (March 2021-Present)*

- Assess, medical, adherence, psychosocial, substance use housing, financial and other needs and strengths of each client. Complete individualized service plan for each client.
- Provide advocacy and referral to meet those needs including coordination of assistance programs to assure stable housing, access to food and more as needed. Submit funding requests for rental, mortgage and utility assistance.
- Maintain all client charts, records and coding systems.
- Collaborate and participate with other health and service providers to ensure continuity and quality of services. Participated in all reporting requirements to all funders including RW Part A, NH CARE, CDBG, etc.

#### Diversion Coordinator

*The Chase Home for Children - Portsmouth, NH (March 2017-February 2021)*

**Receive** referrals, complete intakes, and lead semimonthly contract committee meetings

Interview **program** volunteers, and ensure all necessary paperwork and follow up duties are completed

Meet weekly with **diversion** clients, ensuring they are working on contract obligations, and help them to develop **skills** (i.e. coping skills, healthy relationships, problem-solving, etc.)

Work with clients and their families to provide education on communication skills and aid them in relationship building and providing parenting education

Facilitate psychoeducational parent **groups** and youth wellness groups (focusing on mindfulness, coping skills, anger management, and emotion regulation)

Reach out to client's **supports** (family, referral **source**, school personnel, therapist, etc.) to coordinate care and request phone calls/meetings when needed.

Complete all administrative responsibilities including meeting with the NHJCDN (New Hampshire Juvenile Court Diversion **Network**) every other month and comply with accreditation standards.

Facilitate monthly Advisory Board meetings Train **program** interns, which includes training in how to co-facilitate **groups** and work individually with youth

Weekly supervision with program interns and the Diversion Case Manager

#### Independent Living Coordinator

The Chase Home for Children - Portsmouth, NH (April 2014-2017)

Facilitate weekly independent living **skills** groups with all residents

Complete **skills** & needs assessments, and discharge plan paperwork for every resident

• **Work** one on one with residents on the independent living **track**, to hone the skills needed **once** they have left care such as maintaining employment, applying for colleges, obtaining housing, etc.

#### Residential Supervisor

## Case Manager (Full time-Position 1)

The Chase Home for Children Portsmouth, NH

August 2012 to December 2013

Supervise Residential Counselors and aid them in adhering to the mission statement of the Chase Home for Children

Create quarterly and yearly appraisals for Residential Counselors, aid in creating treatment plans for residents

Create daily itineraries, monthly reports for residents, and complete daily medication logs, following state documentation regulations

### Residential Counselor

The Chase Home for Children Portsmouth NH

May 2010 to August 2012

- Aid residents in adhering to individual treatment plans
- Ensure the safety of residents and create daily therapeutic activities

Complete daily paperwork: residents' individual achievement scores, log treatment goals each resident worked towards on a daily basis, and log about the day's events in the communication log

### Teacher

NHASA - North Hampton, NH

August 2008 to June 2010

- Created lesson plans and taught cultural studies to grades 5-8
- Aided in teaching essay writing to grades 5-12
- Monitored and assisted students during independent study sessions

### Crisis Center Volunteer

SASS Portsmouth, NH

2009 to 2009

- Attended and completed a 36-hour training program
- Had on call shifts overnight and during the day for the crisis hotline

### Crisis Center Advocate Intern

YWCA Manchester, NH

February 2007 to May 2007

Completed a 36 hour intensive crisis training program

- Counseled abuse victims on 24-hour crisis line for 12-hour shifts
- Answered and responded to hospital calls pertaining to victims of domestic/sexual assault

Helped abuse victims in Manchester District Court and Hillsborough Superior Court fill out restraining orders and provided support during their court proceedings

## Education

BA-Women's Studies

University of New

Hampshire Main Campus - Durham, NH August 2004 to

May 2008

Bachelor's in Women's Studies

## Case Manager (Full time-Position 1)

Edith Cowan University in Perth Perth  
WA

January 2006 to May  
2006

Tamara Leibowitz

## Executive Director/Program Manager

### Professional Experience

#### Executive Director

##### *AIDS Response Seacoast, Portsmouth, NH (March 2021-to Present)*

- Direct and administer all programs, operations and policies in addition to supervising a professional staff of four. Responsibilities Include but are not limited to, management and supervision of Client Services Department and all client centered programs, strategic planning, fund development, grant oversight and fiscal management, advocacy and community relations. Assure that all services adhere to the Standards of CARE as required by funding agencies.
- Actively engage and manage on-going quality improvement activities.
- Active case manager with caseload.

#### Medical Case Manager

##### *AIDS Response Seacoast, Portsmouth, NH (2010-Present)*

- Assess, medical, adherence, psychosocial, substance use housing, financial and other needs and strengths of each client. Complete individualized service plan for each client.
- Provide advocacy and referral to meet those needs including coordination of assistance programs to assure stable housing, access to food and more as needed. Submit funding requests for rental, mortgage and utility assistance.
- Maintain all client charts, records and coding systems.
- Collaborate and participate with other health and service providers to ensure continuity and quality of services. Participated in all reporting requirements to all funders including RW Part A, NH CARE, CDBG, etc.

#### Substitute Teacher/Para K-5

##### *Portsmouth Public Elementary Schools, Portsmouth, NH (2007-2010)*

- Teacher—Implement lesson plans and provide whole class, small group and 1:1 instruction.  
Para—provide instruction to small groups and 1:1

#### Pre-school Teacher

##### *Bright Horizons Children's Center, Durham, NH (1997-1999)*

- Responsibilities: Run classroom of 10-14 pre-school age children at NAEYC accredited pre-school.

#### Assistant Director Client Services-Housing

##### *AIDS Service Agency, Raleigh, NC (1993-1995)*

- Responsibilities: Run day-to-day operations of five bed care facility for persons with AIDS. Case-management, client advocacy, crisis counseling, hands-on medical care; creating and maintaining budgets, supervision of 8-12 employees, volunteer management of 30-40 volunteers, chair of admissions committee; Medicaid case management, generate accountability reports and empirical data collection.

### Professional Boards & Committees

**NH HIV Medical Advisory Board Member (2014 to present)**

- The state advisory board reviews policy and program issues as they relate to the NH CARE program and PLWHA throughout the state.

**NH ASO Quality Management Team Member (2018 to present)**

- The team is responsible for the development and implementation of a Quality improvement plan for medical case management agencies throughout the state.

**NH HPG Disparities Collaborative Team Member (2019 to 2021)**

- The Disparities Collaborative Coalition aims to reduce health disparities in disproportionately affected populations of people living with HIV by using quality improvement methodologies. The collaborative group includes participation of consumers and community members from across the continuum of care throughout the State

**Education**

- UNH Institute on Disabilities Leadership Series  
2006 Graduate
- BA Political Science, University of California, Berkeley  
Graduated with honors, 1991

**Volunteer Position**

**Support Group Facilitator**

***Seacoast Food Allergy Group (2004-2011)***

- Responsibilities: Facilitate monthly support group for families dealing with food allergies. Provide crisis support and referral to community resources. Produce monthly e-mail newsletter to 100+ family list serve.

## Case Manger-Full time Position 2

**Scott Crocker**

### Work Experience

#### **Medical Case Manager AIDS Response Seacoast, Portsmouth, NH**

*(September 2022-Present*

- Assess, medical, adherence, psychosocial, substance use housing, financial and other needs and strengths of each client. Complete individualized service plan for each client.
- Provide advocacy and referral to meet those needs including coordination of assistance programs to assure stable housing, access to food and more as needed. Submit funding requests for rental, mortgage and utility assistance.
- Maintain all client charts, records and coding systems.
- Collaborate and participate with other health and service providers to ensure continuity and quality of services. Participated in all reporting requirements to all funders including RW Part A, NH CARE, CDBG, etc.

#### **Outreach Specialist Seacoast Mental Health Center - Portsmouth, NH**

July 2021 to December 2021

• Work on a multidisciplinary team performing community-based services for high need individuals suffering mental health concerns• Maintain mainstream benefits and provide functional support services for assigned clients. • Perform crisis intervention as needed for ACT clients• Engage with guardians, healthcare professionals and other supports to ensure continued support for clients• Refer clients to relevant services within their communities

#### **Program Assistant II Bureau of Elderly and Adult Services - Concord, NH**

December 2018 to April 2021

• Gather and document claims of abuse towards elderly and disabled individuals from a wide range of healthcare professionals as well as from the general public• Work with a team a social workers to synthesize multiple information streams into referrals for BEAS field staff. • Provide customer service to members of the public making reports of abuse .• Assign incoming claims of abuse to a team of social workers• Process court letters and legal paperwork pertaining to reports• Perform data entry and processing tasks for BEAS State Registry• Synthesize information from databases for use in reports• Participate in information gathering regarding the development of an online BEAS reporting tool• Perform secretarial tasks for APSW intake workers as well as APSW BEAS field workers at the Concord DO as necessary

#### **Service Coordinator and Representative Payee Coordinator Community Crossroads - Atkinson, NH**

June 2017 to December 2018

• Worked with multidisciplinary teams to ensure quality person centered care and employment opportunities for individuals with developmental disabilities and/or acquired brain disorders. • Completed mandatory annual service agreement and monthly contact notes• Facilitated group meetings including guardians and vocational service providers• Worked with guardians and representative payees to obtain and maintain state and federal benefits for individuals• Applied for grants to meet individuals needs from organizations such as the Harry Greg Foundation• Utilized the Health Risk Screening Tool and Eclipse database.

• Assisted individuals in accessing employment programs, such as Vocational Rehabilitation• Applied for and maintain mainstream benefits for 245 individuals• Allocated individuals income to rent, spending, medical bills and other needs• Maintained databases utilizing Microsoft excel and QuickBooks• Completed expenditure reports and work with individuals and service providers to create budgets

#### **PATH Outreach Worker and Housing Development Assistant Center for Life Management - Derry, NH**

November 2011 to May 2017

• Engaged in outreach on the streets and at tent cities to locate and provide services to homeless individuals• Provided symptom management in various community settings• Assessed homeless individuals for case management eligibility and

## Case Manger-Full time Position 2

strengths/needs• Assisted homeless individuals in accessing mainstream benefits, including SSI/SSDI and Medicaid, as well as mental health and/or substance use treatment• Assist clients in completing forms for federal, state, and local aid• Collaborate with CLM intake workers, case managers, ACT team members, and Emergency Services staff to coordinate client care• Participated in a multidisciplinary team providing free health care clinics for homeless individuals• Advocated for homeless clients to access housing assistance through CLM and Derry Housing Authority• Former member of NH Balance of State continuum of care and multiple subcommittees

New Horizons for New Hampshire - Manchester, NH

September 2011 to December 2011

Shelter Staff• Maintained a safe environment for 50+ adults. • Interacted with counselors to provide services to clients• Organized coordination of clients for chores and other activities

### **Electronic Media Coordinator and IT Assistant** Milford High School - Milford, NH

August 2009 to June 2011

• Maintained audio/visual equipment• Taught students and staff how to utilize live sound equipment and recording software• Co-taught Vocal Workshop class• Substituted for English and Social Studies classes and assisted teaching electives• Gained familiarity with cataloging, scheduling events, basic library functions• Performed entry level IT work (running cables, punching down cables, installing cable drops)

### **Staff**

Milford High School - Milford, NH

September 2009 to October 2010

### Education

#### **Bachelor of Arts in American Studies and Economics**

Marlboro College - Marlboro, VT

August 2005 to May 2009

### Skills

Mental Health

Crisis Intervention

Case Management

Microsoft Word

Administrative Experience



AIDS Response Seacoast  
SFY 24  
October 2023-June 2024  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$18,200                                 |
| Cory Towne-Kerr  | Case Manager       | \$7900                                   |
| Scott Crocker    | Case Manager       | \$7600                                   |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$33,700                                 |

AIDS Response Seacoast  
SFY 25  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$23,400                                 |
| Cory Towne-Kerr  | Case Manager       | \$10,200                                 |
| Scott Crocker    | Case Manager       | \$9,700                                  |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$43,300                                 |

AIDS Response Seacoast  
SFY 26  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$25,500                                 |
| Cory Towne-Kerr  | Case Manager       | \$12,300                                 |
| Scott Crocker    | Case Manager       | \$11,800                                 |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$49,600                                 |

AIDS Response Seacoast  
SFY 27  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$25,500                                 |
| Cory Towne-Kerr  | Case Manager       | \$12,300                                 |
| Scott Crocker    | Case Manager       | \$11,800                                 |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$49,600                                 |

AIDS Response Seacoast  
SFY 28  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$25,500                                 |
| Cory Towne-Kerr  | Case Manager       | \$12,300                                 |
| Scott Crocker    | Case Manager       | \$11,800                                 |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$49,600                                 |

AIDS Response Seacoast  
SFY 29  
July 2028-September 2028  
Key Personnel

| Name             | Job Title          | Salary Amount Paid<br>from this Contract |
|------------------|--------------------|------------------------------------------|
| Tamara Leibowitz | Executive Director | \$6,100                                  |
| Cory Towne-Kerr  | Case Manager       | \$3000                                   |
| Scott Crocker    | Case Manager       | \$2900                                   |
|                  |                    |                                          |
|                  |                    |                                          |
| Total            |                    | \$12,000                                 |

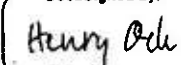
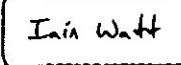
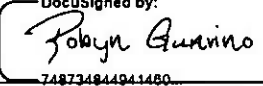
Subject: RFA-2024-DPHS-05-CASEM-02

**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<br>New Hampshire Department of Health and Human Services                                                                                                                |                                                               | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857         |                                     |
| 1.3 Contractor Name<br>Harbor Homes, Inc. d/b/a Harbor Care                                                                                                                                   |                                                               | 1.4 Contractor Address<br>77 Northeastern Blvd.<br>Nashua, NH 03062               |                                     |
| 1.5 Contractor Phone Number<br>603-882-3616                                                                                                                                                   | 1.6 Account Unit and Class<br>05-95-90-902510-2229-102-500731 | 1.7 Completion Date<br>September 30, 2028                                         | 1.8 Price Limitation<br>\$1,146,912 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director                                                                                                                         |                                                               | 1.10 State Agency Telephone Number<br>(603) 271-9631                              |                                     |
| 1.11 Contractor Signature<br>DocuSigned by:<br><br>Henry Och<br>Date: 8/31/2023                             |                                                               | 1.12 Name and Title of Contractor Signatory<br>Henry Och CEO                      |                                     |
| 1.13 State Agency Signature<br>DocuSigned by:<br><br>Iain Watt<br>Date: 8/31/2023                          |                                                               | 1.14 Name and Title of State Agency Signatory<br>Iain Watt Deputy Director - DPHS |                                     |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                |                                                               |                                                                                   |                                     |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 9/1/2023 |                                                               |                                                                                   |                                     |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____                                                                         |                                                               |                                                                                   |                                     |

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.



**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023, upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide case management services Medical Case Management (MCM), Non-Medical Case Management (NMCM) and Human Immunodeficiency Virus (HIV) Support Services to individuals living with HIV and receiving services through the New Hampshire Ryan White Comprehensive AIDS Resource Emergency (NH CARE) Program, services include, but are not limited to:
  - 1.1.1. Enrollment in the New Hampshire Ryan White CARE Program.
  - 1.1.2. A comprehensive assessment of client needs.
  - 1.1.3. The development of an individual client centered service plan.
  - 1.1.4. Documented communication with medical providers to ensure that clients remain engaged in medical care.
- 1.2. The Contractors must assist eligible clients with enrolling and re-enrolling in the NH CARE Program, as well as provide case management and support services to clients.
- 1.3. The Contractor must ensure services are available in Region 2 that include but are not limited to:
  - 1.3.1. Cheshire County (all cities and towns)
  - 1.3.2. Southern Hillsborough County: Amherst, Brookline, Hudson, Litchfield, Mason, Merrimack, Milford, Mt. Vernon, Nashua, New Ipswich, Greenville, Sharon, Temple, Peterborough, Greenfield, Hancock, Lyndeborough, Pelham.
  - 1.3.3. Southern Sullivan County: Charlestown, Unity, Goshen, Langdon, Acworth, Lempster, Washington
- 1.4. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:
  - 1.4.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HSRA), HIV/AIDS Bureau (HAB).
  - 1.4.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at: **Ryan White HIV/AIDS Program (RWHAP) (hrsa.gov)**
- 1.5. The Contractor must maintain compliance with current policies and procedures set forth by HRSA and the Department. HRSA policies can be viewed online

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

at: **Policy Notices | Ryan White HIV/AIDS Program (hrsa.gov)**

- 1.6. The Contractor must enroll individuals to the NH Ryan White CARE Program via the CAREware system. The Contractor must:
  - 1.6.1. Assist individuals with completing the initial NH Care Program application.
  - 1.6.2. Assist individuals with completing the NH Care Program application for re-enrollment every six (6) months.
  - 1.6.3. Submit completed NH Care Program applications to the Department, via the CAREware system, as completed by individuals every six (6) months.
- 1.7. The Contractor must ensure the proper security when using the CAREWare system and accessing electronic records, as defined by the Department's Division of Public Health Services (DPHS), Bureau of Infectious Disease Control's (BIDC) Security and Confidentiality Policy.
- 1.8. The Contractor must ensure all CARE Program applications are completed and include, but are not limited to:
  - 1.8.1. Documented medical diagnosis of HIV.
  - 1.8.2. Documented proof of address, residency in the State of NH.
  - 1.8.3. Annual gross household income equal to or less than 500% of the Federal Poverty Level (FPL).
  - 1.8.4. Annual proof and date of a NH Medicaid application having been filed if the household income is at or below 200% of the FPL.
  - 1.8.5. Completed Patient Medical Information (PMI) form, as provided by the NH CARE Program.
  - 1.8.6. Documentation of screening individuals for eligibility of Medicaid, Medicare, third-party insurance, Federal Health Insurance Marketplace, other insurance programs, Veterans Affairs benefit programs, and other funding sources.
- 1.9. The Contractor must ensure individuals who are enrolled in, or are receiving contracted services are not incarcerated in a state or federal correctional or prison system. The Contractor must notify the Department if an individual becomes incarcerated after submittal of an application or after eligibility is approved.
  - 1.9.1. The Contractor must ensure eligibility status is retained for individuals who are incarcerated in a NH County Department of Corrections system and enrolled or receiving contracted services.

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- 1.9.2. The Contractor must provide services in accordance with the Universal and Service-Specific Standards of Care for NH HIV/AIDS services which is posted on the Department's website: **NH Ryan White CARE Service Providers | New Hampshire Department of Health and Human Services**

**1.10. Medical Case Management Services**

- 1.10.1. The Contractor must provide Medical Case Management (MCM) Services, which focuses on improving health outcomes for individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for NH HIV/AIDS services.
- 1.10.2. The Contractor must deliver MCM in accordance with the HIV care continuum through integrated services, which may include but are not limited to:
- 1.10.2.1. Providing client advocacy and facilitating client-centered information decision-making.
  - 1.10.2.2. Completing an initial assessment of need and development of a comprehensive, individualized care plan, in consultation with the client that reflects the client's preferences and treatment goals. Individualized care plans may include but are not limited to:
    - 1.10.2.2.1. Comprehensive care, including physical and mental health care needssuch as prevention and wellness, oral health, acute care, mental health treatment, rehabilitation, and chronic care.
    - 1.10.2.2.2. Assessments that include use the Department's screening tools.
    - 1.10.2.2.3. Documentation of care plan reevaluation every 6 months at a minimum.
  - 1.10.2.3. Coordinating access to medically appropriate levels of health and community support services.
  - 1.10.2.4. Ensuring continuity of care through accurate and timely communication of care plans across primary and specialty providers involved with client medical, behavioral health, and support care.

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- 1.10.2.5. Conducting continuous assessments of client needs for support, including but not limited to personal support systems.
- 1.10.2.6. Conducting routing follow-ups that focus on client relationship-building and care plan revisions as needs evolve over time, including, but not limited to:
  - 1.10.2.6.1. Various case management encounters which may include:
    - 1.10.2.6.1.1. Face-to-face meeting.
    - 1.10.2.6.1.2. Telephone contact.
    - 1.10.2.6.1.3. Other forms of communication and outreach.
- 1.10.2.7. Health promotion and health education.
- 1.10.2.8. Treatment adherence counseling to promote functional independence, maintain health, ensure readiness for and adherence to complex HIV treatments.
- 1.10.2.9. Reviewing services utilization to assist individuals overcoming healthcare systemic barriers, improving quality and safety of individuals receiving services, and reducing duplication of services.
- 1.10.2.10. Assisting individuals with accessing public and private programs for which they may be eligible, which may include but are not limited to:
  - 1.10.2.10.1. Medicaid.
  - 1.10.2.10.2. Children's Health Insurance Program (CHIP).
  - 1.10.2.10.3. Medicare Savings Programs.
  - 1.10.2.10.4. Pharmaceutical Manufacturer's Patient Assistance Programs.
  - 1.10.2.10.5. Department of Labor-funded services.
  - 1.10.2.10.6. Department of Education-funded services.
  - 1.10.2.10.7. Other state or local health care and supportive services.
  - 1.10.2.10.8. Private health care plans.

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- 1.10.2.10.9. Public marketplace.
- 1.10.2.10.10. Dental plans.
- 1.10.3. The Contractor must ensure contracted services are provided by a Medical Case Manager who meets a minimum of one (1) of the following criteria:
  - 1.10.3.1. An individual licensed as a health or social service professional in the State of New Hampshire; or
  - 1.10.3.2. An individual under the direct supervision of a New Hampshire licensed health or social service professional, with experience in the medical or human services field, such as nursing, social work, psychology, counseling, or health education in accordance with the following criteria:
    - 1.10.3.2.1. Bachelor's degree with two (2) years of experience; or
    - 1.10.3.2.2. Associate's degree with three (3) years of experience; or
    - 1.10.3.2.3. High school diploma or General Education development with five (5) years of experience.
- 1.10.4. The Contractor must implement policies and procedures that ensure:
  - 1.10.4.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.10.4.2. The ability to complete required documentation and data entry, and to ensure confidentiality of data.
- 1.10.5. The Contractor must ensure MCM services are provided by trained professionals, including individuals who are medically credentialed and other allied health care staff ensuring:
  - 1.10.5.1. Work experience includes subject matter expertise that reflects requisite experience, education, and/or training consistent with the scope of the role as stated in Section 2.1.8.2.
  - 1.10.5.2. Preferred experience may include, but is not limited to previous counseling, and/or direct provision of services, related to:
    - 1.10.5.2.1. HIV disease and treatment.

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- 1.10.5.2.2. Adherence counseling.
- 1.10.5.2.3. Care Coordination.
- 1.10.5.2.4. Health coaching.
- 1.10.5.2.5. HIV disease process.
- 1.10.5.2.6. Oral health.
- 1.10.5.2.7. Risk reduction.
- 1.10.5.2.8. Prevention strategies.
- 1.10.5.2.9. Harm reduction.
- 1.10.5.2.10. Substance abuse treatment.
- 1.10.5.2.11. Nutrition.
- 1.10.5.2.12. Polypharmacy.
- 1.10.5.2.13. Chronic disease management.
- 1.10.5.2.14. End-of-life.
- 1.10.5.2.15. Health promotion.

**1.11. Non-Medical Care Management Services**

- 1.11.1. The Contractor must provide Non-Medical Case Management (NMCM) Services, which are a range of client-centered services that improve access to and retention of needed core medical and support services.
- 1.11.2. The Contractor must ensure NMCM Services include, but are not limited to:
  - 1.11.2.1. Completing an initial assessment of service needs for each individual in accordance with the Standards of Care for NH HIV/AIDS Services, [care-stds-of-care.pdf \(nh.gov\)](#)
  - 1.11.2.2. Completing an assessment of the individual's behavioral health needs using the Department's behavioral health screening tool, in accordance with the Standards of Care for NH HIV/AIDS Services.
  - 1.11.2.3. Developing individualized comprehensive care plans that include, but are not limited to:
    - 1.11.2.3.1. Goals, as identified by the individuals served.
    - 1.11.2.3.2. HIV support services needed.

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- 1.11.2.3.3. Action steps to be taken in order to achieve goals.
- 1.11.2.3.4. Specific date by which the individual plans to achieve identified goals.
- 1.11.2.4. Coordinating, guiding, and assisting with access to:
  - 1.11.2.4.1. Timely medically appropriate levels of health and support services and continuity of care.
  - 1.11.2.4.2. Social services.
  - 1.11.2.4.3. Community services.
  - 1.11.2.4.4. Legal services.
  - 1.11.2.4.5. Financial services.
  - 1.11.2.4.6. Employment services.
  - 1.11.2.4.7. Public and private programs for which individuals may be eligible, which may include, but are not limited to:
    - 1.11.2.4.7.1. Medicaid.
    - 1.11.2.4.7.2. Children's Health Insurance Program (CHIP).
    - 1.11.2.4.7.3. Medicare Part D.
    - 1.11.2.4.7.4. Pharmaceutical Manufacturer's Patient Assistance Program.
  - 1.11.2.4.8. Department of Labor-funded services.
  - 1.11.2.4.9. Department of Education-funded services.
  - 1.11.2.4.10. Other state or local health care and supportive services.
  - 1.11.2.4.11. Private health care plans.
  - 1.11.2.4.12. Vocational services.
  - 1.11.2.4.13. Other necessary services.
- 1.11.2.5. Advocating or reviewing utilization of service that is client-specific.

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- 1.11.2.6. Re-evaluating care plans every six (6) months to ensure care plans are updated as appropriate.
- 1.11.3. The Contractor must ensure continuity of services among all client providers in accordance with Health Resources and Administration and the Clinical Guidelines for the Treatment of HIV/AIDS.
- 1.11.4. The Contractor must provide NMCM services using forms of communication that may include, but are not limited to:
  - 1.11.4.1. Face-to-face.
  - 1.11.4.2. Phone contact.
  - 1.11.4.3. Other forms of communication including but not limited to email and regular mail as appropriate.
- 1.11.5. The Contractor must ensure services are provided by a case manager whose job duties must include, but are not limited to:
  - 1.11.5.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.11.5.2. The ability to complete documentation required.
- 1.11.6. The Contractor must ensure the case manager has one of the following:
  - 1.11.6.1. Bachelor's degree with two years of relevant experience; or
  - 1.11.6.2. Associate's degree with three years of relevant experience; or
  - 1.11.6.3. High school diploma or General Educational Development with five years of relevant experience.

**1.12. HIV Support Services**

- 1.12.1. The Contractor must coordinate the provision of HIV Support services to eligible individuals in accordance with the Standards of Care for NH HIV/AIDS Services which include:
  - 1.12.1.1. Food Bank/home delivered meals;
  - 1.12.1.2. Housing;
  - 1.12.1.3. Linguistic services; and
  - 1.12.1.4. Medical transportation.

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- 1.12.2. The Contractor must ensure Food Bank services and home delivered meal services are provided in accordance with Human Resources Services Administration (HRSA), which includes:
  - 1.12.2.1. Providing food items;
  - 1.12.2.2. Providing hot meals;
  - 1.12.2.3. Implementing a voucher program to purchase food items;
  - 1.12.2.4. Providing essential non-food items that include, but are not limited to:
    - 1.12.2.4.1. Personal hygiene products.
    - 1.12.2.4.2. Household cleaning supplies.
    - 1.12.2.4.3. Water filtration or purification systems in communities where water safety issues exist.
- 1.12.3. The contractor must coordinate housing services, which include, but are not limited to:
  - 1.12.3.1. Transitional, short-term, or emergency housing assistance that enables an individual or family to gain or maintain outpatient or ambulatory health services and treatment.
  - 1.12.3.2. Development of individualized housing plans to guide individuals to permanent housing, ensuring updates are completed on an annual basis.
  - 1.12.3.3. Housing referral services that include, but are not limited to:
    - 1.12.3.3.1. Providing transitional, short-term, or emergency housing assistance.
    - 1.12.3.3.2. Developing individualized housing plans to guide client linkages to permanent housing and ensuring plans are updated annually.
    - 1.12.3.3.3. Providing housing referral services that include, but are not limited to:
      - 1.12.3.3.3.1. Client needs assessment.

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- 1.12.3.3.2. Housing searches based on clients' needs assessments.
- 1.12.3.3.3. Housing advocacy services on behalf of the eligible client.
- 1.12.3.3.4. Paying fees associated with housing services.
- 1.12.4. The Contractor must provide non-emergency medical transportation that enables an eligible client to access or be retained in core medical support services. The Contractor may:
  - 1.12.4.1. Enter into contracts with providers of transportation services.
  - 1.12.4.2. Provide mileage reimbursement, through a non-cash system, that enables clients to travel to necessary medical appointments or other support services in accordance with the rates established by the Federal Joint Travel Regulations.
  - 1.12.4.3. Organize and use volunteer drivers.
  - 1.12.4.4. Establish a voucher or token system.

**1.13. Staffing**

- 1.13.1. The Contractor must notify the NH Care Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

**1.14. Reporting**

- 1.14.1. The Contractor must submit a detailed description of the language assistance services they will provide to Limited English Proficiency (LEP persons) to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.
- 1.14.2. The Contractor must submit quarterly narrative reports that reflect funded program services in accordance with the AIDS Service Organization Quarterly Report, Appendix H, fifteen (15) business days after the close of each quarter.
- 1.14.3. The Contractor must submit a year-end report no later than forty-five (45) days after the end of the contract year in a format similar to the quarterly reports.

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- 1.14.4. The Contractor must submit a Continuity of Operations Plan (COOP) to ensure timely continued MCM, NMCM or HIV support services, as applicable, within forty-five (45) days of the contract effective date.
- 1.14.5. The Contractor must submit an initial and yearly updated Quality Management plan to the NH Care Program that addresses the following:
- 1.14.5.1. Quality statement.
  - 1.14.5.2. Quality improvement infrastructure.
  - 1.14.5.3. Priorities.
  - 1.14.5.4. Performance measurement.
  - 1.14.5.5. Quality improvement activities.
  - 1.14.5.6. Action plan with a timeline and responsible parties.
  - 1.14.5.7. Engagement of stakeholders.
  - 1.14.5.8. Evaluation.
- 1.14.6. The Contractor must participate an annual site visit conducted by the Department, in accordance with the NH CARE Program Annual Monitoring Site Visit Process – NH Ryan White Part B which is posted on the Department's website:
- <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>
- 1.14.7. The Contractor must participate, in an orientation site visit with the Department, within six (6) months of Governor and Council approval, during which the Contractor must provide the Department with an overview of roles and responsibilities for the contract. of the Department may review the following on the orientation site visit, which includes but is not limited to:
- 1.14.7.1. Monitoring tools,
  - 1.14.7.2. The Program,
  - 1.14.7.3. Fiscal, and
  - 1.14.7.4. Service delivery requirements.
- 1.14.8. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

**1.15. Training**

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- 1.15.1. The Contractor must ensure all staff participate in quarterly NH CARE Program sponsored training and technical assistance events.

**1.16. Performance Measures**

- 1.16.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

**1.16.1.1. Performance Measure #1**

- 1.16.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services.
- 1.16.1.1.2. Target: Chart reviews result in zero (0) citations for assessment and service planning standards.
- 1.16.1.1.3. Numerator: Number of charts reviewed at site visits that produce zero (0) citations for assessment and service planning.
- 1.16.1.1.4. Denominator: Number of charts reviewed at site visits.
- 1.16.1.1.5. Data Source: Site visit reports.

**1.16.1.2. Performance Measure #2**

- 1.16.1.2.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.
- 1.16.1.2.2. Citations for assessment and service planning will have a corrective action plan developed and approved by the NH care Program within thirty (30) days of receipt of site visit report.
- 1.16.1.2.3. Numerator: Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.
- 1.16.1.2.4. Denominator: Number of citations for assessment and service planning.
- 1.16.1.2.5. Data Source: Site visit report and corrective action plan.

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**1.16.1.3. Performance Measure #3**

- 1.16.1.3.1. Goal: To integrate clinical quality management into NH HIV/AIDS services.
- 1.16.1.3.2. Medical case management agencies must develop a quality statement for integration into a quality management plan.
- 1.16.1.3.3. Numerator: Number of quality statements.
- 1.16.1.3.4. Denominator: Number of medical case management agencies.
- 1.16.1.3.5. Data Source: Quality management plan submission and approval dates.

**1.17. Background Checks**

- 1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.18. Confidential Data**

- 1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.18.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must



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ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.19. Privacy Impact Assessment**

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

1.19.1.4. How individual consent will be achieved and revoked; and

1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.20. Department Owned Devices, Systems and Network Usage**

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and

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non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

- 1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.20.1.9. Agree when utilizing the Department's email system:
  - 1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s)

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to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
  - 1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

**1.20.2. Workspace Requirement**

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1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**1.21. Contract End-of-Life Transition Services**

**1.21.1. General Requirements**

1.21.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

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- 1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.21.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.21.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.21.2. Completion of Transition Services
  - 1.21.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
  - 1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.21.3. Disagreement over Transition Services Results
  - 1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not

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reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**1.21.4. State of New Hampshire's Website Copyright**

- 1.21.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

- 3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and

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**EXHIBIT B**

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regulations.

**3.5. Eligibility Determinations**

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.
  - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as

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**EXHIBIT B**

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are disallowed or to recover such sums from the Contractor.

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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Pharmaceutical Rebates).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget SFY24 through C-6, Budget SFY29.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**EXHIBIT C**

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 30 days from the receiving the auditor's report or nine months after your fiscal year-end, whichever comes first.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 30 days from receiving the auditor's report or nine months after fiscal year-end, whichever comes first.
  - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

## Exhibit C-1 Budget SFY24

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | October 1, 2023 to June 30, 2024                                                                    |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$72,021                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$21,606                                                                                            |
| 3. Consultants                                                                                                        | \$900                                                                                               |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$2,485                                                                                             |
| 6. Travel                                                                                                             | \$1,500                                                                                             |
| 7. Software                                                                                                           | \$20,000                                                                                            |
| 8. (a) Other - Marketing/ Communications                                                                              | \$100                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  | \$0                                                                                                 |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$5,000                                                                                             |
| Occupancy                                                                                                             | \$19,500                                                                                            |
| Telephone                                                                                                             | \$2,500                                                                                             |
| Postage                                                                                                               | \$1,200                                                                                             |
| Audit and Legal                                                                                                       | \$2,700                                                                                             |
| Insurance                                                                                                             | \$1,400                                                                                             |
| Food and Nutrition                                                                                                    | \$1,800                                                                                             |
| Medical Transportation                                                                                                | \$1,885                                                                                             |
| Linguistic Services                                                                                                   | \$200                                                                                               |
| Housing                                                                                                               | \$1,500                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$156,397</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$15,640</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$172,037</b>                                                                                    |

Contractor Initial:

## Exhibit C-2 Budget SFY25

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2024 to June 30, 2025                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$101,922                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$30,576                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$2,600                                                                                             |
| 6. Travel                                                                                                             | \$1,600                                                                                             |
| 7. Software                                                                                                           | \$22,000                                                                                            |
| 8. (a) Other - Marketing/ Communications                                                                              | \$200                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  | \$0                                                                                                 |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$5,000                                                                                             |
| Occupancy                                                                                                             | \$25,000                                                                                            |
| Telephone                                                                                                             | \$3,333                                                                                             |
| Postage                                                                                                               | \$1,200                                                                                             |
| Audit and Legal                                                                                                       | \$3,600                                                                                             |
| Insurance                                                                                                             | \$1,866                                                                                             |
| Food and Nutrition                                                                                                    | \$3,000                                                                                             |
| Medical Transportation                                                                                                | \$2,082                                                                                             |
| Linguistic Services                                                                                                   | \$250                                                                                               |
| Housing                                                                                                               | \$3,000                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$208,529</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$20,853</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$229,382</b>                                                                                    |

## Exhibit C-3 Budget SFY26

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2025 to June 30, 2026                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$104,964                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$31,489                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$1,500                                                                                             |
| 6. Travel                                                                                                             | \$1,500                                                                                             |
| 7. Software                                                                                                           | \$22,000                                                                                            |
| 8. (a) Other - Marketing/ Communications                                                                              | \$200                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  | \$0                                                                                                 |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$5,000                                                                                             |
| Occupancy                                                                                                             | \$25,000                                                                                            |
| Telephone                                                                                                             | \$3,333                                                                                             |
| Postage                                                                                                               | \$1,200                                                                                             |
| Audit and Legal                                                                                                       | \$3,600                                                                                             |
| Insurance                                                                                                             | \$1,866                                                                                             |
| Food and Nutrition                                                                                                    | \$2,000                                                                                             |
| Medical Transportation                                                                                                | \$1,500                                                                                             |
| Linguistic Services                                                                                                   | \$250                                                                                               |
| Housing                                                                                                               | \$1,827                                                                                             |
| Total Direct Costs                                                                                                    | \$208,529                                                                                           |
| Total Indirect Costs                                                                                                  | \$20,853                                                                                            |
| <b>TOTAL</b>                                                                                                          | <b>\$229,382</b>                                                                                    |

Contractor Initial:

## Exhibit C-4 Budget SFY27

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2026 to June 30, 2027                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$108,090                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$32,427                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$1,500                                                                                             |
| 6. Travel                                                                                                             | \$1,000                                                                                             |
| 7. Software                                                                                                           | \$21,013                                                                                            |
| 8. (a) Other - Marketing/ Communications                                                                              | \$200                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  | \$0                                                                                                 |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$5,000                                                                                             |
| Occupancy                                                                                                             | \$25,000                                                                                            |
| Telephone                                                                                                             | \$3,333                                                                                             |
| Postage                                                                                                               | \$1,000                                                                                             |
| Audit and Legal                                                                                                       | \$3,600                                                                                             |
| Insurance                                                                                                             | \$1,866                                                                                             |
| Food and Nutrition                                                                                                    | \$1,000                                                                                             |
| Medical Transportation                                                                                                | \$1,000                                                                                             |
| Linguistic Services                                                                                                   | \$200                                                                                               |
| Housing                                                                                                               | \$1,000                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$208,529</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$20,853</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$229,382</b>                                                                                    |

Contractor Initial:



## Exhibit C-5 Budget SFY28

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2027 to June 30, 2028                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$111,315                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$33,394                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$1,000                                                                                             |
| 6. Travel                                                                                                             | \$1,000                                                                                             |
| 7. Software                                                                                                           | \$21,013                                                                                            |
| 8. (a) Other - Marketing/ Communications                                                                              | \$30                                                                                                |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  | \$0                                                                                                 |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$5,000                                                                                             |
| Occupancy                                                                                                             | \$22,000                                                                                            |
| Telephone                                                                                                             | \$3,000                                                                                             |
| Postage                                                                                                               | \$811                                                                                               |
| Audit and Legal                                                                                                       | \$3,600                                                                                             |
| Insurance                                                                                                             | \$1,866                                                                                             |
| Food and Nutrition                                                                                                    | \$1,000                                                                                             |
| Medical Transportation                                                                                                | \$1,000                                                                                             |
| Linguistic Services                                                                                                   | \$200                                                                                               |
| Housing                                                                                                               | \$1,000                                                                                             |
| <b>Total Direct Costs</b>                                                                                             | <b>\$208,529</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$20,853</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$229,382</b>                                                                                    |

Contractor Initial:

## Exhibit C-6 Budget SFY29

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Harbor Homes, Inc. d/b/a Harbor Care                                                                |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2028 to October 1, 2028                                                                     |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$27,829                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$8,348                                                                                             |
| 3. Consultants                                                                                                        | \$900                                                                                               |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          |                                                                                                     |
| 5.(b) Supplies - Lab                                                                                                  |                                                                                                     |
| 5.(c) Supplies - Pharmacy                                                                                             |                                                                                                     |
| 5.(d) Supplies - Medical                                                                                              |                                                                                                     |
| 5.(e) Supplies Office                                                                                                 | \$500                                                                                               |
| 6. Travel                                                                                                             | \$375                                                                                               |
| 7. Software                                                                                                           | \$5,500                                                                                             |
| 8. (a) Other - Marketing/ Communications                                                                              | \$100                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$100                                                                                               |
| 8. (c) Other - Other (specify below)                                                                                  |                                                                                                     |
| Equipment Repairs/Maintenance/Lease                                                                                   | \$650                                                                                               |
| Occupancy                                                                                                             | \$5,000                                                                                             |
| Telephone                                                                                                             | \$500                                                                                               |
| Postage                                                                                                               | \$300                                                                                               |
| Audit and Legal                                                                                                       | \$900                                                                                               |
| Insurance                                                                                                             | \$500                                                                                               |
| Food and Nutrition                                                                                                    | \$332                                                                                               |
| Medical Transportation                                                                                                | \$100                                                                                               |
| Linguistic Services                                                                                                   | \$100                                                                                               |
| Housing                                                                                                               | \$100                                                                                               |
| Total Direct Costs                                                                                                    | \$52,134                                                                                            |
| Total Indirect Costs                                                                                                  | \$5,213                                                                                             |
| <b>TOTAL</b>                                                                                                          | <b>\$57,347</b>                                                                                     |

Contractor Initial:

**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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**A. Definitions**

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

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

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

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR****A. Business Use and Disclosure of Confidential Information.**

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

**V. LOSS REPORTING**

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

##### A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

##### DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## New Hampshire Department of Health and Human Services

## Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et seq., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions.**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable; as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

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officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
  - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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.
  - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days

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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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.

- I. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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**

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause**

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

**(6) Miscellaneous**

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate.

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comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

DocuSigned by:

Iain Watt

0778986350704C7

Signature of Authorized Representative

Iain Watt

Name of Authorized Representative

Deputy Director - DPHS

Title of Authorized Representative

8/31/2023

Date

Harbor Homes Inc.

Name of the Contractor

DocuSigned by:

Henry Och

81C04288B093467

Signature of Authorized Representative

Henry Och

Name of Authorized Representative

CEO

Title of Authorized Representative

8/31/2023

Date

Exhibit E

Contractor Initials

DS  
HO

8/31/2023

Date



# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 62778

Certificate Number: 0005903197



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that contains the text "NOTARIAL PUBLIC".

David M. Scanlan  
Secretary of State

**Corporate Resolution**

I, Joel Jaffe, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Harbor Homes, Inc. d/b/a Harbor Care. I hereby certify the following is a true copy of a vote  
taken at  
(Name of Corporation)  
a meeting of the Board of Directors/shareholders, duly called and held on August 29, 2023,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Henry Och, President and CEO (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Harbor Homes, Inc. d/b/a Harbor Care with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

**DATED:** 8/29/2023 | 4:07 PM PDT

**ATTEST:**

DocuSigned by:  
Joel Jaffe  
D36F4067F2DB413...  
(Name & Title)  
Joel Jaffe

Board Chairman



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

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

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

|                                                                                                                   |                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b> License # AGR8150<br><b>Clark Insurance</b><br>One Sundial Ave Suite 302N<br>Manchester, NH 03103 | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext): (603) 622-2855<br>FAX (A/C, No): (603) 622-2854<br>E-MAIL ADDRESS: info@clarkinsurance.com |
| INSURER(S) AFFORDING COVERAGE                                                                                     |                                                                                                                                             |
| INSURER A: Philadelphia Indemnity Ins Co                                                                          |                                                                                                                                             |
| INSURER B: Columbia Casualty                                                                                      |                                                                                                                                             |
| INSURER C:                                                                                                        |                                                                                                                                             |
| INSURER D:                                                                                                        |                                                                                                                                             |
| INSURER E:                                                                                                        |                                                                                                                                             |
| INSURER F:                                                                                                        |                                                                                                                                             |

**INSURED**  
  
 Harbor Homes, Inc.  
 77 Northeastern Blvd  
 Nashua, NH 03062-3128

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                    | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                     |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Prof Liability<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | PHPK2572322   | 7/1/2023                | 7/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Prof Liability \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                         |           |          | PHPK2572327   | 7/1/2023                | 7/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                                      |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                              |           |          | PHUB870727    | 7/1/2023                | 7/1/2024                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                         |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | N/A       |          |               |                         |                         |                                                                                                                                                                                                                                                                            |
| B        | Gap Medical Prof                                                                                                                                                                                                                                                                                                                                                                     |           |          | HMA7015126567 | 7/1/2023                | 7/1/2024                | Liab Each Claim: 1,000,000                                                                                                                                                                                                                                                 |
| B        | Claims Made Form                                                                                                                                                                                                                                                                                                                                                                     |           |          | HMA7015126567 | 7/1/2023                | 7/1/2024                | Aggregate Limit: 3,000,000                                                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Medical Prof Liab: Excludes Coverage included under the Federal Tort Claims Act (FTCA)

## CERTIFICATE HOLDER

## CANCELLATION

Department of Health & Human Services  
 State of New Hampshire  
 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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

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

**PRODUCER**  
Eaton & Berube Insurance Agency, LLC.  
11 Concord Street  
Nashua NH 03064

**CONTACT NAME:** Kimberly H. Gutekunst, CIC

**PHONE** (A/C, No, Ext): 603-689-7239

**FAX** (A/C, No):

**E-MAIL**: kgutekunst@eatonberube.com

**ADDRESS**: kgutekunst@eatonberube.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A**: Eastern Alliance Insurance Group

**INSURER B**:

**INSURER C**:

**INSURER D**:

**INSURER E**:

**INSURER F**:

**INSURED**  
Harbor Homes, Inc.  
dba Harbor Care  
77 Northeastern Boulevard  
Nashua NH 03062

HARBHOM-01

## COVERAGES

**CERTIFICATE NUMBER:** 1448888902

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                  |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                              |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                              |           |          |                  |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                     |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br>N  | N/A      | 01-0000147046-00 | 11/26/2022              | 11/26/2023              | X PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                |

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

## CERTIFICATE HOLDER

**CANCELLATION** 30 days/10 days non-payment

Department of Health & Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord NH 03301

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

**AUTHORIZED REPRESENTATIVE**

*Kimberly H. Gutekunst*

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77 Northeastern Blvd  
Nashua, NH 03062  
[www.harborhomes.org](http://www.harborhomes.org)



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

*A Beacon for the Homeless for Over 30 Years*



## **Mission Statement**

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

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

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

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



BAKER  
NEWMAN  
NOYES

# **Harbor Homes, Inc. and Affiliates d/b/a Harbor Care**

**Consolidated Financial Statements  
and Supplementary Information**

*Year Ended June 30, 2022 With Comparative  
Information for the Year Ended June 30, 2021  
With Independent Auditors' Report*

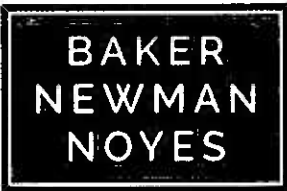
**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**Year Ended June 30, 2022 With Comparative  
Information for the Year Ended June 30, 2021**

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Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | www.bnn CPA.com

## **INDEPENDENT AUDITORS' REPORT**

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

### **Opinion**

We have audited the consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care (the Organization), which comprise the consolidated statement of financial position as of June 30, 2022, the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the results of their operations, changes in their net assets, their functional expenses and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.



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

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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

We have previously audited the Organization's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 10, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

***Other Matter—Report on Supplementary Information***

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

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
November 7, 2022

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

June 30, 2022 With Summarized  
Comparative Information as of June 30, 2021

|                                              | <u>ASSETS</u>                             |                                        |                         |                         |
|----------------------------------------------|-------------------------------------------|----------------------------------------|-------------------------|-------------------------|
|                                              | <u>Without<br/>Donor<br/>Restrictions</u> | <u>With<br/>Donor<br/>Restrictions</u> | <u>2022</u>             | <u>2021</u>             |
| Current assets:                              |                                           |                                        |                         |                         |
| Cash and cash equivalents                    | \$ 4,750,908                              | \$622,681                              | \$ 5,373,589            | \$ 5,274,455            |
| Restricted cash                              | 803,001                                   | —                                      | 803,001                 | 756,358                 |
| Other accounts receivable, net               | 2,794,860                                 | —                                      | 2,794,860               | 2,840,330               |
| Patient receivables (FQHC)                   | 332,464                                   | —                                      | 332,464                 | 293,114                 |
| Due from related organizations               | 50,035                                    | —                                      | 50,035                  | 47,318                  |
| Inventory                                    | 92,032                                    | —                                      | 92,032                  | 84,719                  |
| Other assets                                 | <u>137,715</u>                            | <u>—</u>                               | <u>137,715</u>          | <u>17,788</u>           |
| Total current assets                         | 8,961,015                                 | 622,681                                | 9,583,696               | 9,314,082               |
| Property and equipment, net                  | 25,173,129                                | —                                      | 25,173,129              | 26,199,392              |
| Other assets:                                |                                           |                                        |                         |                         |
| Investments                                  | 72,742                                    | —                                      | 72,742                  | 88,306                  |
| Beneficial interest in assets held by others | —                                         | 217,237                                | 217,237                 | 235,208                 |
| Other assets                                 | <u>166,698</u>                            | <u>—</u>                               | <u>166,698</u>          | <u>181,513</u>          |
| Total noncurrent assets                      | 239,440                                   | 217,237                                | 456,677                 | 505,027                 |
| <br>Total assets                             | <br><u>\$34,373,584</u>                   | <br><u>\$839,918</u>                   | <br><u>\$35,213,502</u> | <br><u>\$36,018,501</u> |

LIABILITIES AND NET ASSETS

|                                                   | Without<br>Donor<br>Restrictions | With<br>Donor<br>Restrictions | 2022                | 2021                |
|---------------------------------------------------|----------------------------------|-------------------------------|---------------------|---------------------|
| <b>Current liabilities:</b>                       |                                  |                               |                     |                     |
| Lines of credit                                   | \$ 499,817                       | \$ —                          | \$ 499,817          | \$ 225,120          |
| Current portion of notes payable                  | 530,482                          | —                             | 530,482             | 655,636             |
| Current portion of loan payable                   | —                                | —                             | —                   | 3,338               |
| Accounts payable                                  | 1,007,795                        | —                             | 1,007,795           | 893,578             |
| Accrued payroll, vacation and<br>related expenses | 570,256                          | —                             | 570,256             | 1,051,815           |
| Other liabilities                                 | <u>232,447</u>                   | <u>—</u>                      | <u>232,447</u>      | <u>310,204</u>      |
| Total current liabilities                         | 2,840,797                        | —                             | 2,840,797           | 3,139,691           |
| <b>Long-term liabilities:</b>                     |                                  |                               |                     |                     |
| Accrued payroll, vacation and<br>related expenses | 641,349                          | —                             | 641,349             | 534,058             |
| Notes payable, net of current portion             | 13,510,698                       | —                             | 13,510,698          | 14,012,878          |
| Notes payable, tax credits                        | 399,523                          | —                             | 399,523             | 455,463             |
| Notes payable, deferred                           | 7,568,496                        | —                             | 7,568,496           | 7,568,496           |
| Loan payable, net of current portion              | —                                | —                             | —                   | 146,562             |
| Other liabilities                                 | <u>410,671</u>                   | <u>—</u>                      | <u>410,671</u>      | <u>443,181</u>      |
| Total long-term liabilities                       | <u>22,530,737</u>                | <u>—</u>                      | <u>22,530,737</u>   | <u>23,160,638</u>   |
| Total liabilities                                 | 25,371,534                       | —                             | 25,371,534          | 26,300,329          |
| <b>Net assets:</b>                                |                                  |                               |                     |                     |
| Without donor restrictions:                       |                                  |                               |                     |                     |
| Undesignated                                      | 9,002,050                        | —                             | 9,002,050           | 9,232,741           |
| With donor restrictions                           | <u>—</u>                         | <u>839,918</u>                | <u>839,918</u>      | <u>485,431</u>      |
| Total net assets                                  | <u>9,002,050</u>                 | <u>839,918</u>                | <u>9,841,968</u>    | <u>9,718,172</u>    |
| Total liabilities and net assets                  | <u>\$34,373,584</u>              | <u>\$839,918</u>              | <u>\$35,213,502</u> | <u>\$36,018,501</u> |

See accompanying notes.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF ACTIVITIES  
AND CHANGES IN NET ASSETS**For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

|                                                       | Without<br>Donor<br>Restrictions | With<br>Donor<br>Restrictions | 2022         | 2021         |
|-------------------------------------------------------|----------------------------------|-------------------------------|--------------|--------------|
| Support and revenues:                                 |                                  |                               |              |              |
| Support:                                              |                                  |                               |              |              |
| Grants:                                               |                                  |                               |              |              |
| Federal                                               | \$11,510,337                     | \$ —                          | \$11,510,337 | \$10,263,203 |
| State                                                 | 7,428,171                        | —                             | 7,428,171    | 8,012,492    |
| Contributions                                         | 1,489,844                        | 618,047                       | 2,107,891    | 1,638,914    |
| CARES Act funding                                     | —                                | —                             | —            | 1,184,588    |
| Special events, net                                   | (6,000)                          | —                             | (6,000)      | 24,718       |
| Net assets released from restrictions -<br>operations | 27,160                           | (27,160)                      | —            | —            |
| Total support                                         | 20,449,512                       | 590,887                       | 21,040,399   | 21,123,915   |
| Revenues:                                             |                                  |                               |              |              |
| Patient service revenues (FQHC)                       | 5,941,669                        | —                             | 5,941,669    | 5,794,398    |
| Patient service revenues (other)                      | 5,974,210                        | —                             | 5,974,210    | 5,886,925    |
| Veterans Administration programs                      | 4,911,456                        | —                             | 4,911,456    | 3,135,408    |
| Rental income:                                        |                                  |                               |              |              |
| Resident payments                                     | 1,233,987                        | —                             | 1,233,987    | 978,834      |
| Other                                                 | 372,570                          | —                             | 372,570      | 326,166      |
| Developer fees                                        | —                                | —                             | —            | 16,003       |
| Contracted services                                   | 154,570                          | —                             | 154,570      | 901,680      |
| Management fees                                       | 53,282                           | —                             | 53,282       | 53,508       |
| Other income                                          | 62,356                           | —                             | 62,356       | 100,609      |
| Total revenues                                        | 18,704,100                       | —                             | 18,704,100   | 17,193,531   |
| Total support and revenues                            | 39,153,612                       | 590,887                       | 39,744,499   | 38,317,446   |
| Operating expenses:                                   |                                  |                               |              |              |
| Program services                                      | 31,425,006                       | —                             | 31,425,006   | 30,963,416   |
| Management and general                                | 6,309,222                        | —                             | 6,309,222    | 5,413,000    |
| Fundraising and development                           | 390,897                          | —                             | 390,897      | 289,276      |
| Total operating expenses<br>before depreciation       | 38,125,125                       | —                             | 38,125,125   | 36,665,692   |
| Depreciation expense                                  | 1,469,202                        | —                             | 1,469,202    | 1,491,813    |
| Total operating expenses                              | 39,594,327                       | —                             | 39,594,327   | 38,157,505   |
| (Loss) income from operations                         | (440,715)                        | 590,887                       | 150,172      | 159,941      |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF ACTIVITIES  
AND CHANGES IN NET ASSETS (CONTINUED)**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

|                                                                 | Without<br>Donor<br>Restrictions | With<br>Donor<br>Restrictions | 2022                | 2021                |
|-----------------------------------------------------------------|----------------------------------|-------------------------------|---------------------|---------------------|
| Nonoperating (expense) revenue:                                 |                                  |                               |                     |                     |
| Investment (loss) return, net                                   | \$ <u>(8,405)</u>                | \$ <u>(17,971)</u>            | \$ <u>(26,376)</u>  | \$ <u>93,982</u>    |
| Total nonoperating (expense) revenue                            | <u>(8,405)</u>                   | <u>(17,971)</u>               | <u>(26,376)</u>     | <u>93,982</u>       |
| (Deficiency) excess of revenues<br>over expenses                | (449,120)                        | 572,916                       | 123,796             | 253,923             |
| Net assets released from restrictions –<br>capital acquisitions | <u>218,429</u>                   | <u>(218,429)</u>              | <u>—</u>            | <u>—</u>            |
| Change in net assets                                            | (230,691)                        | 354,487                       | 123,796             | 253,923             |
| Net assets; beginning of year                                   | <u>9,232,741</u>                 | <u>485,431</u>                | <u>9,718,172</u>    | <u>9,464,249</u>    |
| Net assets, end of year                                         | \$ <u>9,002,050</u>              | \$ <u>839,918</u>             | \$ <u>9,841,968</u> | \$ <u>9,718,172</u> |

See accompanying notes.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

|                                           | <u>Program<br/>Services</u> | <u>Management<br/>and<br/>General</u> | <u>Fundraising<br/>and<br/>Development</u> | <u>2022</u>  | <u>2021</u>  |
|-------------------------------------------|-----------------------------|---------------------------------------|--------------------------------------------|--------------|--------------|
| Personnel expenses:                       |                             |                                       |                                            |              |              |
| Salaries and wages                        | \$13,227,900                | \$3,836,863                           | \$266,808                                  | \$17,331,571 | \$17,077,733 |
| Payroll taxes                             | 1,029,540                   | 274,302                               | 18,097                                     | 1,321,939    | 1,298,487    |
| Employee benefits                         | 2,145,133                   | 805,412                               | 40,836                                     | 2,991,381    | 2,797,662    |
| Contract/professional services            | 360,854                     | 221,198                               | —                                          | 582,052      | 1,060,094    |
| Supplies:                                 |                             |                                       |                                            |              |              |
| Office                                    | 242,149                     | 29,534                                | 4,300                                      | 275,983      | 175,098      |
| Medical/dental                            | 158,849                     | 966                                   | 6                                          | 159,821      | 214,147      |
| Building and household                    | 128,831                     | 3,944                                 | 30                                         | 132,805      | 121,815      |
| Client services:                          |                             |                                       |                                            |              |              |
| Rental assistance                         | 3,791,778                   | —                                     | —                                          | 3,791,778    | 3,368,568    |
| Rental application fee                    | 515                         | 35                                    | —                                          | 550          | 811          |
| Security deposit assistance               | 91,573                      | —                                     | —                                          | 91,573       | 105,219      |
| Utility rebate                            | 45,139                      | —                                     | —                                          | 45,139       | 63,488       |
| Emergency housing                         | 449,480                     | —                                     | —                                          | 449,480      | 517,761      |
| Treatment and supportive services         | 36,356                      | 646                                   | —                                          | 37,002       | 20,839       |
| Training and employment assistance        | 10,262                      | —                                     | —                                          | 10,262       | 12,155       |
| Supportive services assistance            | 101,342                     | —                                     | 104                                        | 101,446      | 373,788      |
| Activities, supplies and other assistance | 72,367                      | —                                     | —                                          | 72,367       | 54,003       |
| Food, meals and nutritional assistance    | 262,883                     | —                                     | —                                          | 262,883      | 201,099      |
| Rent: office space                        | 62,912                      | —                                     | —                                          | 62,912       | 52,614       |
| Condo association fees                    | 17,003                      | —                                     | —                                          | 17,003       | 17,343       |
| Construction – noncapitalized             | 600                         | —                                     | —                                          | 600          | —            |
| Building:                                 |                             |                                       |                                            |              |              |
| Maintenance and repairs                   | 541,278                     | 39,904                                | 301                                        | 581,483      | 545,997      |
| Utilities                                 | 609,515                     | 64,091                                | 480                                        | 674,086      | 556,222      |
| Interest:                                 |                             |                                       |                                            |              |              |
| Mortgage                                  | 559,891                     | 156,134                               | 1,315                                      | 717,340      | 755,960      |
| Other                                     | (3,141)                     | 28,387                                | —                                          | 25,246       | 25,947       |
| Conference and conventions                | 15,609                      | 3,446                                 | 63                                         | 19,118       | 8,941        |
| Professional services                     | 11,198                      | 30,397                                | —                                          | 41,595       | 68,596       |
| Accounting and audit services             | 93,807                      | 73,694                                | —                                          | 167,501      | 144,629      |
| Legal fees                                | 6,495                       | 106,031                               | —                                          | 112,526      | 78,782       |
| Insurance:                                |                             |                                       |                                            |              |              |
| Property and liability                    | 90,592                      | 7,166                                 | 54                                         | 97,812       | 95,181       |
| Professional                              | 24,401                      | 89                                    | 283                                        | 24,773       | 40,051       |
| Other                                     | —                           | 76,579                                | —                                          | 76,579       | 71,900       |
| Vehicle and transportation expenses       | 75,316                      | 1,046                                 | —                                          | 76,362       | 75,638       |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

|                                                          | Program<br>Services | Management<br>and<br>General | Fundraising<br>and<br>Development | 2022                | 2021                |
|----------------------------------------------------------|---------------------|------------------------------|-----------------------------------|---------------------|---------------------|
| Staff:                                                   |                     |                              |                                   |                     |                     |
| Transportation                                           | \$ 73,832           | \$ 12,019                    | \$ —                              | \$ 85,851           | \$ 59,934           |
| Education and training                                   | 93,523              | 36,418                       | 166                               | 130,107             | 139,793             |
| Hiring and recruiting                                    | 41,098              | 18,427                       | —                                 | 59,525              | 71,600              |
| Uniforms                                                 | 3,134               | —                            | —                                 | 3,134               | 1,529               |
| Operations:                                              |                     |                              |                                   |                     |                     |
| Communication                                            | 165,023             | 64,210                       | 872                               | 230,105             | 209,564             |
| Cable                                                    | 12,556              | 417                          | 3                                 | 12,976              | 12,037              |
| Postage                                                  | 15,179              | 6,505                        | 888                               | 22,572              | 36,984              |
| Membership and subscriptions                             | 70,390              | 37,710                       | 6,928                             | 115,028             | 77,893              |
| Equipment lease and maintenance                          | 55,386              | 14,913                       | 488                               | 70,787              | 65,534              |
| Software licenses, maintenance and fees                  | 675,950             | 275,376                      | 427                               | 951,753             | 895,560             |
| Subrecipient and subcontracts                            | 4,893,740           | 24,765                       | —                                 | 4,918,505           | 4,022,258           |
| Property taxes                                           | 23,378              | —                            | —                                 | 23,378              | 53,467              |
| Direct program marketing and advertising                 | 26,916              | 1,774                        | 51                                | 28,741              | 17,413              |
| Marketing                                                | 1,040               | 6,665                        | 2,412                             | 10,117              | 20,134              |
| Fundraising publications                                 | 8,000               | 718                          | 42,720                            | 51,438              | 13,871              |
| Management and administrative fees                       | —                   | 111                          | —                                 | 111                 | —                   |
| Service charges and fees                                 | 11,997              | 44,053                       | 3,265                             | 59,315              | 43,879              |
| Fines and penalties                                      | 821                 | —                            | —                                 | 821                 | 1,393               |
| Staff and board expenses                                 | 3,507               | 5,277                        | —                                 | 8,784               | 2,879               |
| Loss on disposal of fixed assets                         | —                   | —                            | —                                 | —                   | 2,003               |
| Residual receipts recapture                              | 36,576              | —                            | —                                 | 36,576              | —                   |
| Cost of goods sold                                       | <u>952,533</u>      | <u>—</u>                     | <u>—</u>                          | <u>952,533</u>      | <u>917,399</u>      |
| Total functional expenses<br>before depreciation expense | 31,425,006          | 6,309,222                    | 390,897                           | 38,125,125          | 36,665,692          |
| Depreciation expense                                     | <u>964,018</u>      | <u>504,363</u>               | <u>821</u>                        | <u>1,469,202</u>    | <u>1,491,813</u>    |
| Total functional expenses                                | <u>\$32,389,024</u> | <u>\$6,813,585</u>           | <u>\$391,718</u>                  | <u>\$39,594,327</u> | <u>\$38,157,505</u> |

See accompanying notes.



**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****CONSOLIDATED STATEMENTS OF CASH FLOWS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

|                                                                                                | <u>2022</u>         | <u>2021</u>         |
|------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Cash flows from operating activities:                                                          |                     |                     |
| Change in net assets                                                                           | \$ 123,796          | \$ 253,923          |
| Adjustments to reconcile change in net assets<br>to net cash provided by operating activities: |                     |                     |
| Restricted contributions                                                                       | (618,047)           | (518,862)           |
| Depreciation                                                                                   | 1,469,202           | 1,491,813           |
| Amortization of notes payable issuance costs                                                   | 2,854               | 2,854               |
| Amortization of tax credit liability                                                           | (55,940)            | (72,090)            |
| Unrealized loss (gain) on investments                                                          | 15,564              | (37,659)            |
| Change in beneficial interest in assets held by others                                         | 17,971              | (59,696)            |
| Loss on disposal of fixed assets                                                               | -                   | 2,003               |
| Changes in operating assets and liabilities:                                                   |                     |                     |
| Other accounts receivables, net                                                                | 45,470              | 362,817             |
| Patient accounts receivables                                                                   | (39,350)            | 129,617             |
| Due from related organizations                                                                 | (2,717)             | (25,944)            |
| Inventory                                                                                      | (7,313)             | 39,562              |
| Other assets                                                                                   | (105,112)           | 60,406              |
| Accounts payable                                                                               | 114,217             | (270,100)           |
| Accrued payroll, vacation and related expenses                                                 | (374,268)           | 134,989             |
| Other liabilities                                                                              | (110,267)           | (7,196)             |
| Refundable advance                                                                             | -                   | (1,265,459)         |
| Net cash provided by operating activities                                                      | <u>476,060</u>      | <u>220,978</u>      |
| Cash flows from investing activities:                                                          |                     |                     |
| Purchase of property and equipment                                                             | (442,939)           | (366,151)           |
| Net cash used by investing activities                                                          | <u>(442,939)</u>    | <u>(366,151)</u>    |
| Cash flows from financing activities:                                                          |                     |                     |
| Net borrowings (payments) on line of credit                                                    | 274,697             | (396,652)           |
| Proceeds from tax credits                                                                      | -                   | 40,000              |
| Payments on notes and loans payable                                                            | (780,088)           | (568,659)           |
| Restricted contributions                                                                       | 618,047             | 518,862             |
| Net cash provided (used) by financing activities                                               | <u>112,656</u>      | <u>(406,449)</u>    |
| Net change in cash, cash equivalents and restricted cash                                       | 145,777             | (551,622)           |
| Cash, cash equivalents and restricted cash, beginning of year                                  | <u>6,030,813</u>    | <u>6,582,435</u>    |
| Cash, cash equivalents and restricted cash, end of year                                        | <u>\$ 6,176,590</u> | <u>\$ 6,030,813</u> |
| Reconciliation of the statement of cash flow to the<br>statements of financial position:       |                     |                     |
| Cash and cash equivalents                                                                      | \$ 5,373,589        | \$ 5,274,455        |
| Restricted cash                                                                                | <u>803,001</u>      | <u>756,358</u>      |
| Total cash, cash equivalents and restricted cash                                               | <u>\$ 6,176,590</u> | <u>\$ 6,030,813</u> |
| Supplemental disclosures of cash flow information:                                             |                     |                     |
| Cash paid during the year for interest                                                         | <u>\$ 754,844</u>   | <u>\$ 780,724</u>   |
| Property acquired through the issuance of a notes payable                                      | <u>\$ -</u>         | <u>\$ 551,000</u>   |

See accompanying notes.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies**

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

While each nonprofit organization in the collaboration is a separate legal entity with its own 501(c)(3) public charity status, mission, budget, and staff, they share administrative resources whenever it is efficient to do so, and collaborate on service delivery when it leads to better client outcomes.

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

The members of the collaboration, and organizations included in these consolidated financial statements, include the following entities:

- *Harbor Homes* consists of Harbor Homes, Inc. and Harbor Homes Plymouth, LLC (HH Plymouth). Today known as "Harbor Care", Harbor Homes provides housing, health care, behavioral health care and services that address social determinants of health to individuals and families who are experiencing or at risk of homelessness. With specialized programs for veterans, people with chronic behavioral health disorders and other disabilities, and other vulnerable populations, the agency serves approximately 5,000 individuals each year in its housing and/or Federally Qualified Health Center (FQHC) programming. Outcomes include leading Greater Nashua's achievement of an effective end to veteran homelessness, effectively ending homelessness among those living with HIV/AIDS in Nashua, and substantially reducing chronic homelessness in the Greater Nashua region to the lowest level since data was first tracked more than a decade ago.

*HH Plymouth* is a single-member New Hampshire Limited Liability Company that supported the development of Boulder Point, LLC (Boulder Point), a veterans housing project in Plymouth, NH. HH Plymouth is a 0.01% investor member for Boulder Point and it is managed by Harbor Homes, Inc. The entity does not directly serve clients.

*Harbor Homes I, Inc. (HUD I)* and *Harbor Homes VI, Inc. (HUD VI)* – These two nonprofits provide residential services to low-income individuals experiencing chronic behavioral issues or disability.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

- *Welcoming Light, Inc. (WLI), Harbor Homes II, Inc. (HH II), Harbor Homes III, Inc. (HH III) and HH Ownership, Inc. (HHO)* – These four nonprofits provide residential services to the elderly and/or low-income individuals experiencing chronic behavioral issues or disability, and were created as separate entities by Harbor Homes, Inc.'s Board of Directors in response to federal regulations.
- *Greater Nashua Council on Alcoholism d/b/a Keystone Hall (GNCA)* is Greater Nashua's only comprehensive substance use disorder treatment center. Every year, it catalyzes change in hundreds of individuals, including those experiencing homelessness, those without adequate insurance, and pregnant and parenting women. No one is denied treatment due to an inability to pay. While in residential treatment, clients have all basic needs met, including food, transportation, clothing, and integrated healthcare through Harbor Care. Substance use disorder treatment services are evidence-based, gender-specific, and culturally competent, and include residential (with a specific program for pregnant and parenting women and their children), outpatient, intensive outpatient, and drug court services. During fiscal year 2021, the programs and employees of GNCA were transitioned to Harbor Homes.
- *Healthy at Home, Inc. (HAH)* provides in-home health care services and is a Medicare-certified home health agency. HAH helps clients address physical and behavioral health challenges to live full, happy lives at home by providing consistent, compassionate care and daily-living assistance. Ultimately, services keep clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provide skilled nursing, physical therapy, occupational therapy, homemaking services, respite care, and Alzheimer's care and dementia care.
- *SARC (Salem Association for Retarded Citizens) Housing Needs Board, Inc. (SARC)* operates a permanent supportive housing facility (Woodview Commons) in Salem, New Hampshire and provides affordable, income based housing for individuals with disabilities. SARC serves eight individuals annually.
- *Southern New Hampshire HIV/Aids Task Force, Inc. (the Task Force)* provides HIV/AIDS services and is a leader in HIV/AIDS services in New Hampshire that provides quality, holistic services to those with HIV/AIDS. All 200 plus clients are low-income, and they may face homelessness, mental illness, and substance use disorder. Outcomes are exemplary. Whereas viral suppression rate among individuals with HIV/AIDS is 45% nationally, more than 90% of the Task Force's clients are routinely virally-suppressed. In partnership with its Harbor Care affiliates, the Task Force ensures that no individual with HIV or AIDS lives in homelessness in Greater Nashua or Keene. The Task Force is the State of New Hampshire's sole contractor among AIDS Service Organizations for supportive services, subcontracting to other New Hampshire AIDS Service Organizations statewide. During fiscal year 2021, the programs and employees of the Task Force were transitioned to Harbor Homes.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)****Basis of Accounting and Principles of Consolidation**

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting. The consolidated financial statements include the accounts of Harbor Homes, HH Plymouth, HUD I, HUD VI, WLI, HH II, HH III, HHO, GNCA, HAH, SARC and the Task Force, collectively referred to as the Organization. All significant intercompany transactions and accounts have been eliminated in consolidation.

**Use of Estimates**

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

**Cash and Cash Equivalents**

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

**Restricted Cash**

Restricted cash consists primarily of cash received by the Organization for tenant deposits and certain reserves as required by the United States Department of Housing and Urban Development (HUD) and New Hampshire Housing Finance Authority (NHHFA). The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

**Accounts Receivable**

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectible accounts receivable is based on historical experience, an assessment of economic conditions and a review of subsequent collections. Accounts receivable are written off when deemed uncollectible. Accounts receivable are reflected within the accompanying consolidated statements of financial position within other accounts receivable. The allowance for uncollectible accounts receivable was not significant at June 30, 2022 or 2021.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)****Contributions Receivable**

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the consolidated statements of activities. The allowance for uncollectible contributions is based on historical experience, an assessment of economic conditions and a review of subsequent collections. Contributions are written off when deemed uncollectible. Management has determined that no allowance is necessary. Contributions receivable are reflected within the accompanying consolidated statements of financial position within other accounts receivable.

**Grants Receivable**

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

**Patient Receivables**

Patient receivables relate to health care services provided by the Organization's FQHC and other billable services. For patient accounts receivable, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable and relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Inventory

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

##### Investments

Investments are carried at fair value in the accompanying consolidated statements of financial position. See Note 5 for fair value measurement disclosures for investments. The Organization classifies its investments as trading securities. Net investment return/loss (including realized and unrealized gains and losses on investments, interest and dividends) is reported within nonoperating revenue and expense.

The Organization is the beneficiary of a certain trust held and administered by others. The interest in the trust is recorded at fair value and such amount is included in net assets with donor restrictions, with any resulting gains or losses reported as donor restricted investment income.

##### Property and Equipment

Property and equipment additions over \$10,000 for Harbor Homes and GNCA and \$5,000 for all other entities are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the consolidated statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2022 or 2021.

##### Notes Payable Issuance Costs

Costs associated with the issuance of notes payable are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term notes payable.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)****Net Assets**

In accordance with GAAP, the Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

**Net Assets Without Donor Restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization records restricted contributions whose restrictions are met in the same reporting period within net assets without donor restrictions. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

**Net Assets With Donor Restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization, or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statements of activities as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for capital-related items.

**Revenue and Revenue Recognition**

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

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue (within other liabilities) in the consolidated statements of financial position.

**Revenue:** The performance obligation of delivering patient services is simultaneously received and consumed by patients when services are provided, therefore the Organization recognizes patient service revenues when the services are provided. Patient service revenues are reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient 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 not reported as revenue.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

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

**Donated Services**

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

**Advertising Costs**

Advertising costs are expensed as incurred and totaled \$10,117 and \$20,134 for the years ended June 30, 2022 and 2021, respectively.

**Retirement Benefits**

The Organization maintains a safe harbor contributory defined contribution retirement plan which covers substantially all employees of Harbor Homes. Eligible employees may contribute up to maximum limitations (set annually by the Internal Revenue Service) of their annual salary. After six months of employment, the employee's contributions are matched by Harbor Homes. The employer match was \$626,774 and \$585,822 for the years ended June 30, 2022 and 2021, respectively.



**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

The Organization has other deferred compensation agreements with certain executives and highly compensated employees. The amounts ultimately due to the employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2022 and 2021, the plans have assets and liabilities that are consolidated, but not significant to these consolidated financial statements. Total plan expense was insignificant for the years ended June 30, 2022 and 2021.

**Employee Fringe Benefits**

The Organization has an "earned time" plan. Under this plan, each employee "earns" paid leave for each period worked. These hours of paid leave may be used for vacations, holidays and sick time. Hours earned but not used are vested with the employee and only vacation hours incurred are paid to the employee upon termination. The Organization accrues a liability for such paid leave as it is earned.

**Functional Allocation of Expenses**

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

**Performance Indicator**

(Deficiency) excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenue and expense. For purposes of display, transactions deemed by management to be ongoing, major or central to the Organization's programs and services are reported as operating revenue and expense. Peripheral or incidental transactions are reported as nonoperating revenue or expense, which includes net investment return/loss.

**Income Taxes**

The Organization consists of not-for-profit entities, with the exception of HH Plymouth, as described in Section 501(c)(3) of the Internal Revenue Code (the Code), and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying consolidated financial statements and has no material liability for unrecognized tax benefits.

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)****New Accounting Pronouncements**

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the Organization on July 1, 2022. Management is currently evaluating the impact this guidance will have on the Organization's consolidated financial statements but does not expect adoption will have a significant impact on the Organization's consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of operations by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 was effective for the Organization on July 1, 2021. The adoption of the ASU did not have a significant impact on the Organization's consolidated financial statements.

**Subsequent Events**

Events occurring after the consolidated statements of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through November 7, 2022, which is the date the consolidated financial statements were available to be issued.

**2. Liquidity and Availability**

Financial assets available for general expenditure within one year of the date of the consolidated statements of financial position consists of the following at June 30, 2022:

|                                                                            |                    |
|----------------------------------------------------------------------------|--------------------|
| Cash and cash equivalents                                                  | \$4,750,908        |
| Receivables                                                                | <u>3,127,324</u>   |
| Financial assets available to meet general expenditures over the next year | <u>\$7,878,232</u> |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**2. Liquidity and Availability (Continued)**

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

**3. Restricted Cash**

Restricted cash consists of the following at June 30:

|                                                       | <u>2022</u>      | <u>2021</u>      |
|-------------------------------------------------------|------------------|------------------|
| Operating reserves (required by HUD and NHHFA)        | \$ 74,709        | \$ 74,666        |
| Reserve for replacements (required by HUD and NHHFA)  | 594,520          | 575,923          |
| Residual receipt deposits (required by HUD and NHHFA) | 65,543           | 54,577           |
| Security deposits                                     | 42,124           | 27,065           |
| Other                                                 | <u>26,105</u>    | <u>24,127</u>    |
|                                                       | <u>\$803,001</u> | <u>\$756,358</u> |

**4. Patient Accounts and Other Accounts Receivables**

Other accounts receivable consist of the following at June 30:

|                        | <u>2022</u>        | <u>2021</u>        |
|------------------------|--------------------|--------------------|
| Grants                 | \$2,047,701        | \$2,186,674        |
| Medicaid/Medicare      | 455,476            | 337,753            |
| Residents and patients | 277,001            | 220,980            |
| Other                  | <u>14,682</u>      | <u>94,923</u>      |
|                        | <u>\$2,794,860</u> | <u>\$2,840,330</u> |

Patient receivables, related to the Organization's FQHC, consist of the following at June 30:

|                   | <u>2022</u>      | <u>2021</u>      |
|-------------------|------------------|------------------|
| Medicaid/Medicare | \$178,418        | \$188,930        |
| Other             | <u>154,046</u>   | <u>104,184</u>   |
|                   | <u>\$332,464</u> | <u>\$293,114</u> |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**5. Investments and Fair Value Measurements**

The Organization presents investments at fair value in compliance with the FASB in ASC Topic 820, *Fair Value Measurements and Disclosures*. ASC Topic 820 establishes a framework for measuring fair value and requires assets and liabilities measured at fair value be segregated into the following three categories: (1) Level 1, fair values obtained from quoted prices in active markets for identical assets and liabilities; (2) Level 2, fair values obtained from significant other observable inputs, such as quoted prices for similar assets and liabilities in active markets; and (3) Level 3, fair values obtained from significant unobservable inputs. All of the Organization's investments measured at fair value are measured using Level 1 inputs.

In December 2006, the Organization transferred funds to the New Hampshire Charitable Foundation (NHCF) to establish an endowment fund with the Organization named as beneficiary. Under terms of the agreement, distributions from the fund can be made at the discretion of the NHCF Board of Directors at such times and in such amounts and for such charitable purposes, as they deem appropriate, in keeping with the purposes of the fund. The Organization elected for all distributions to be reinvested into the fund. At the time of the transfer, the Organization granted variance power to NHCF. That power gives NHCF the right to distribute the investment income to another not-for-profit organization of its choice if the Organization ceases to exist or if the governing board of NHCF votes that support of the Organization (a) is no longer necessary, (b) is incapable of fulfillment, or (c) is inconsistent with the needs of the community. At June 30, 2022 and 2021, the endowment fund has a value of \$217,237 and \$235,208, respectively, which is reported in the consolidated statements of financial position as a beneficial interest in assets held by others. The Organization's legal interest is in its pro rata portion of the trust and not the trust's underlying assets. The Organization's interest is valued based upon its pro rata ownership of the total trust. As the actual assets are not readily available to the Organization, the asset is considered to be level 3.

For the fiscal years ended June 30, 2022 and 2021, the application of valuation techniques applied to similar assets has been consistent.

Investments consist of the following at June 30:

|                                              | <u>Level 1</u>  | <u>Level 2</u> | <u>Level 3</u>   | <u>Total</u>     |
|----------------------------------------------|-----------------|----------------|------------------|------------------|
| <u>2022</u>                                  |                 |                |                  |                  |
| Equities                                     | \$35,810        | \$ —           | \$ —             | \$ 35,810        |
| Exchange traded funds                        | 21,379          | —              | —                | 21,379           |
| Mutual funds                                 | 15,553          | —              | —                | 15,553           |
| Beneficial interest in assets held by others | <u>—</u>        | <u>—</u>       | <u>217,237</u>   | <u>217,237</u>   |
|                                              | <u>\$72,742</u> | <u>\$ —</u>    | <u>\$217,237</u> | <u>\$289,979</u> |
| <u>2021</u>                                  |                 |                |                  |                  |
| Equities                                     | \$46,235        | \$ —           | \$ —             | \$ 46,235        |
| Exchange traded funds                        | 24,970          | —              | —                | 24,970           |
| Mutual funds                                 | 17,101          | —              | —                | 17,101           |
| Beneficial interest in assets held by others | <u>—</u>        | <u>—</u>       | <u>235,208</u>   | <u>235,208</u>   |
|                                              | <u>\$88,306</u> | <u>\$ —</u>    | <u>\$235,208</u> | <u>\$323,514</u> |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**5. Investments and Fair Value Measurements (Continued)**

The table below presents information about the changes in the beneficial interest in assets held by others for the years ended June 30:

|                                 |                  |
|---------------------------------|------------------|
| Beginning balance, July 1, 2020 | \$175,512        |
| Investment return, net of fees  | <u>59,696</u>    |
| Ending balance, June 30, 2021   | 235,208          |
| Investment loss, net of fees    | <u>(17,971)</u>  |
| Ending balance, June 30, 2022   | <u>\$217,237</u> |

**6. Property and Equipment**

Property and equipment consists of the following at June 30:

|                                     | <u>2022</u>          | <u>2021</u>          |
|-------------------------------------|----------------------|----------------------|
| Land and land improvements          | \$ 4,480,228         | \$ 4,480,228         |
| Buildings and building improvements | 33,836,903           | 33,662,915           |
| Software                            | 535,569              | 516,919              |
| Vehicles                            | 518,497              | 438,497              |
| Furniture, fixtures and equipment   | 516,136              | 366,585              |
| Construction in progress            | <u>20,750</u>        | <u>—</u>             |
|                                     | 39,908,083           | 39,465,144           |
| Less accumulated depreciation       | <u>(14,734,954)</u>  | <u>(13,265,752)</u>  |
|                                     | <u>\$ 25,173,129</u> | <u>\$ 26,199,392</u> |

Depreciation expense totaled \$1,469,202 and \$1,491,813 for the years ended June 30, 2022 and 2021, respectively.

**7. Lines of Credit**

At June 30, 2022 and 2021, the Organization had the following lines of credit available:

Harbor Homes: \$3,000,000 line of credit available at June 30, 2022 from Enterprise Bank secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments commencing March 14, 2022 at the Wall Street Journal Prime Rate with a floor of 3.25% (4.75% at June 30, 2022). The line of credit has a maturity date of February 28, 2023. As of June 30, 2022, the credit line had an outstanding balance of \$499,817.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**7. Lines of Credit (Continued)**

**Harbor Homes:** \$1,600,000 line of credit previously available at June 30, 2021 from TD Bank, N.A. secured by all business assets. The Organization was required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00%. As of June 30, 2021, the credit line had an outstanding balance of \$225,120. This line of credit was paid in full and closed during fiscal year 2022.

**GNCA:** \$750,000 line of credit available at June 30, 2022 and 2021 from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (5.75% at June 30, 2022). There was no outstanding balance on the line of credit at June 30, 2022 and 2021.

The agreements above contain certain financial and nonfinancial covenants. At year end, management has determined the Organization is in compliance under the terms of these agreements.

**8. Payroll Protection Program Loans**

In April 2020, the Organization received \$3,820,397 under the U.S. Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act), which was enacted March 27, 2020, provided for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loans and accrued interest had original terms that were forgivable after a specified period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. Certain modifications to PPP loan terms were signed into law in June 2020 that changed the forgiveness, covered period and forgiveness periods. When the proceeds were received, the Organization accounted for the PPP loan as a refundable advance. Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1% with deferral of payments for the first ten months. The Organization believed that at June 30, 2020 a majority of the proceeds had been used for purposes consistent with the PPP requirements and recognized \$2,554,938 of the PPP loan as revenue as a result of qualifying expenses incurred in fiscal year 2020. The remaining balance of the PPP loan in the amount of \$1,265,459 was reflected as a refundable advance in the consolidated statement of financial position at June 30, 2020 as it was expected that the remaining proceeds would be used for purposes consistent with PPP requirements in fiscal year 2021.

During fiscal year 2021, the Organization received notification of forgiveness for the full PPP loan amounts. Upon such notification, the Organization recognized \$1,184,588 as revenue in fiscal year 2021.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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Comparative Information for the Year Ended June 30, 2021

**9. Loan Payable**

In June 2020, Harbor Homes entered into an Economic Injury Disaster Loan (EIDL) with the SBA in the amount of \$149,900. Proceeds were used to alleviate economic injury caused by the COVID-19 pandemic. Monthly payments of \$641, including principal and interest at 2.75%, began in June 2021. During fiscal year 2022, the Organization paid this loan in full.

**10. Notes Payable****Notes Payable**

Notes payable consisted of the following as of June 30:

| <u>Property/Security</u>                    | <u>Monthly<br/>Payment<br/>Amount</u> | <u>Interest<br/>Rate</u> | <u>Interest<br/>Type</u> | <u>Maturity<br/>Date</u> | <u>2022<br/>Principal<br/>Balance</u> | <u>2021<br/>Principal<br/>Balance</u> |
|---------------------------------------------|---------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------|---------------------------------------|
| 615 Amherst Street, Nashua, NH              | \$ 19,631                             | 4.00%                    | Adjustable               | September 2042           | \$ 3,283,031                          | \$ 3,384,225                          |
| 75-77 Northeastern Boulevard,<br>Nashua, NH | 15,311                                | 3.92%**                  | Adjustable               | February 2052            | 3,197,109                             | 3,269,898                             |
| 75-77 Northeastern Boulevard,<br>Nashua, NH | 6,177                                 | 5.00%                    | Fixed                    | September 2029           | 1,187,065                             | 1,201,443                             |
| 335 Somerville Street,<br>Manchester, NH    | 7,879                                 | 6.77%                    | Adjustable               | December 2033            | 1,069,593                             | 1,090,917                             |
| 335 Somerville Street<br>Manchester, NH     | 6,193                                 | 4.57%                    | Fixed                    | December 2033            | 1,017,458                             | 1,044,580                             |
| 59 Factory Street, Nashua, NH               | 7,768                                 | 7.05%                    | Adjustable               | October 2040             | 950,968                               | 976,141                               |
| 59 Factory Street, Nashua, NH               | 2,692                                 | 4.75%                    | Adjustable               | October 2040             | 394,093                               | 407,321                               |
| 59 Factory Street, Nashua, NH               | 310                                   | 4.39%                    | Adjustable               | October 2035             | 37,522                                | 39,547                                |
| 46 Spring Street, Nashua, NH                | 5,126                                 | 6.97%                    | Adjustable               | December 2036            | 550,682                               | 572,952                               |
| 46 Spring Street, Nashua, NH                | 3,996                                 | 4.75%                    | Fixed                    | December 2036            | 496,083                               | 519,848                               |
| 45 High Street, Nashua, NH                  | 5,324                                 | 3.12%                    | Adjustable               | August 2030              | 433,692                               | 479,587                               |
| 12 Auburn Street, Nashua, NH                | 2,863                                 | 3.85%                    | Adjustable               | December 2045            | 531,890                               | 544,375                               |
| 30 Allds Street, Nashua, NH                 | 5,276                                 | 9.25%*                   | Fixed                    | December 2026            | 235,779                               | 275,276                               |
| 156 Chestnut Street, Nashua, NH             | 3,369                                 | 9.25%*                   | Fixed                    | January 2028             | 175,795                               | 198,794                               |
| 99 Chestnut Street, Nashua, NH              | 1,538                                 | 5.67%                    | Adjustable               | April 2042               | 219,597                               | 225,990                               |
| 7 Trinity Street, Claremont, NH             | 1,731                                 | 3.75%*                   | Adjustable               | September 2036           | 187,040                               | 195,562                               |
| 7 North Main Street, Antrim, NH             | 3,184                                 | 9.25%*                   | Fixed                    | May 2025                 | 101,341                               | 128,781                               |
| 2 Freedom Drive, Salem, NH                  | 2,543                                 | 9.25%*                   | Fixed                    | April 2023               | 25,525                                | 52,316                                |
| 3 Winter Street, Nashua, NH                 | 2,385                                 | 9.25%*                   | Fixed                    | August 2022              | 4,721                                 | 31,537                                |
| Mobile van and pharmacy<br>inventory        | 3,419                                 | 1.00%                    | Fixed                    | April 2022               | —                                     | 47,625                                |
| Software                                    | 3,419                                 | 1.00%                    | Fixed                    | June 2022                | —                                     | 42,457                                |
|                                             |                                       |                          |                          |                          | <u>14,098,984</u>                     | <u>14,729,172</u>                     |
| Notes payable issuance costs                |                                       |                          |                          |                          | (57,804)                              | (60,658)                              |
| Current portion                             |                                       |                          |                          |                          | <u>(530,482)</u>                      | <u>(655,636)</u>                      |
|                                             |                                       |                          |                          |                          | <u>\$13,510,698</u>                   | <u>\$14,012,878</u>                   |

\* HUD issued and backed

\*\* During fiscal year 2022, this debt was refinanced with the bank. The maturity date was extended from October 2029 to February 2052 and the monthly payments were reduced from \$18,772 to \$15,311.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**10. Notes Payable (Continued)**

Aggregate principal payments on the notes payable due within the next five years and thereafter are as follows for the years ending June 30:

|            |                     |
|------------|---------------------|
| 2023       | \$ 530,482          |
| 2024       | 537,562             |
| 2025       | 568,127             |
| 2026       | 563,129             |
| 2027       | 565,176             |
| Thereafter | <u>11,334,508</u>   |
|            | <u>\$14,098,984</u> |

Certain of the above notes payable contain various financial and nonfinancial covenants. Management asserts all debt covenant requirements have been met or waived as of year end. The adjustable rate notes payable adjust at various times during the life of the respective note and are primarily based off the Federal Home Loan Amortizing Advance Rate, plus basis points ranging from 175 to 300 basis points.

**Notes Payable, Tax Credits**

Notes payable, tax credits consist of notes held by the Community Development Finance Authority through the Community Development Investment Program, through the sale of tax credits to donor organizations. At June 30, 2022 and 2021, these tax credits totaled \$399,523 and \$455,463, respectively. The tax credits self-amortize over the term of the notes, which is generally 10 years.

**Notes Payable, Deferred**

The Organization has deferred notes outstanding, secured by real property. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program. The deferred loans are subordinate to any nondeferred loan on the related property. Management asserts all debt covenant requirements have been met for 2022.



**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**10. Notes Payable (Continued)**

Deferred notes payable are as follows at June 30:

|                                                  | <u>2022</u>              | <u>2021</u>              |
|--------------------------------------------------|--------------------------|--------------------------|
| City of Manchester:                              |                          |                          |
| Somerville Street property                       | \$ 300,000               | \$ 300,000               |
| City of Nashua:                                  |                          |                          |
| Factory Street property                          | 580,000                  | 580,000                  |
| Spring Street property                           | 491,000                  | 491,000                  |
| Strawberry Bank condominium                      | 80,000                   | 80,000                   |
| High Street fire system                          | <u>65,000</u>            | <u>65,000</u>            |
| Total City of Nashua                             | 1,216,000                | 1,216,000                |
| HUD:                                             |                          |                          |
| Strawberry Bank condominium                      | 436,400                  | 436,400                  |
| Federal Home Loan Bank (FHLB):                   |                          |                          |
| Factory Street property                          | 400,000                  | 400,000                  |
| Somerville Street property                       | 400,000                  | 400,000                  |
| Spring Street property                           | 398,747                  | 398,747                  |
| Amherst Street property                          | <u>385,000</u>           | <u>385,000</u>           |
| Total FHLB                                       | 1,583,747 <sup>(1)</sup> | 1,583,747 <sup>(1)</sup> |
| New Hampshire Housing Finance Authority (NHHFA): |                          |                          |
| Amherst Street property                          | 1,500,000                | 1,500,000                |
| Factory Street property                          | 982,349                  | 982,349                  |
| Spring Street property                           | 550,000                  | 550,000                  |
| Somerville Street property                       | <u>1,000,000</u>         | <u>1,000,000</u>         |
| Total NHHFA                                      | 4,032,349 <sup>(2)</sup> | 4,032,349 <sup>(2)</sup> |
|                                                  | <u>\$7,568,496</u>       | <u>\$7,568,496</u>       |

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

(2) Nonrecourse

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**11. Net Assets With Donor Restrictions**

Net assets with donor restrictions are restricted for the following at June 30:

|                                              | <u>2022</u>      | <u>2021</u>      |
|----------------------------------------------|------------------|------------------|
| Purpose:                                     |                  |                  |
| Capital improvements                         | \$ 10,000        | \$218,429        |
| Veterans programs                            | 14,253           | 13,375           |
| Miscellaneous                                | 26,001           | 16,486           |
| Special events                               | 1,933            | 1,933            |
| Consulting                                   | 23,610           | —                |
| Recruitment/retention/training               | 459,678          | —                |
| Client assistance                            | 11,492           | —                |
| HIV services                                 | 57,527           | —                |
| Vaccines                                     | 18,187           | —                |
|                                              | <u>622,681</u>   | <u>250,223</u>   |
| Perpetuity:                                  |                  |                  |
| Beneficial interest in assets held by others | <u>217,237</u>   | <u>235,208</u>   |
|                                              | <u>\$839,918</u> | <u>\$485,431</u> |

**12. Patient Service Revenues**

The Organization recognizes patient service revenue associated with services provided through its FQHC to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. 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 fee. If the patient is unable to pay the nominal fee, 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.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**12. Patient Service Revenues (Continued)**

Patient service revenues (FQHC) consists of the following for the years ended June 30:

|                       | <u>2022</u>        | <u>2021</u>        |
|-----------------------|--------------------|--------------------|
| Medicaid              | \$3,376,968        | \$3,734,104        |
| Medicare              | 1,699,353          | 1,323,310          |
| Third party           | 637,252            | 549,453            |
| Sliding fee/free care | 87,392             | 50,486             |
| Self-pay              | <u>140,704</u>     | <u>137,045</u>     |
|                       | <u>\$5,941,669</u> | <u>\$5,794,398</u> |

Other patient service revenues consists of the following for the years ended June 30:

|             | <u>2022</u>        | <u>2021</u>        |
|-------------|--------------------|--------------------|
| Medicaid    | \$5,733,275        | \$5,453,707        |
| Medicare    | 164,567            | 247,305            |
| Third party | 47,577             | 107,091            |
| Self-pay    | <u>28,791</u>      | <u>78,822</u>      |
|             | <u>\$5,974,210</u> | <u>\$5,886,925</u> |

**13. Lease Income**

The Organization has entered into various agreements to lease certain office space to other organizations. These leases generally contain rent escalation clauses, unless either party provides advance written notice of termination. In 2022 and 2021, rental income (included in other rental income) was approximately \$312,000 and \$295,000, respectively.

Scheduled future lease payments, excluding opportunities for future renewals, consist of the following at June 30, 2022

|      |           |
|------|-----------|
| 2023 | \$230,066 |
| 2024 | 123,847   |
| 2025 | 102,196   |
| 2026 | 26,256    |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

**14. Functional Expenses**

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

**Salaries, Wages and Benefits**

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

**Occupancy Costs**

Occupancy costs are allocated as follows:

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

**15. Related Party Transactions**

Boulder Point is a related party to the Organization. The following is a summary of transactions between the Organization and Boulder Point:

- Boulder Point and Harbor Homes entered into a ground lease agreement in 2018. The lease called for a one-time payment of \$285,000 at inception of the lease. The lease terminates in June 2116 with optional one-year renewals. At June 30, 2022 and 2021, Harbor Homes has recorded \$273,367 and \$276,275, respectively, in deferred rent revenue, which is reflected within other long-term liabilities in the accompanying consolidated statements of financial position.
- Harbor Homes has an amount due from Boulder Point for project developer fees. At the end of each fiscal year, Boulder Point repays Harbor Homes to the extent the project produces sufficient cash flow. At June 30, 2022 and 2021, Harbor Homes has recorded \$157,504 related to developer fees receivable, which is reflected within other long-term assets in the accompanying consolidated statements of financial position.
- Harbor Homes recognized approximately \$53,000 in management fee revenue from Boulder Point for the years ended June 30, 2022 and 2021, and has also reflected approximately \$50,000 and \$47,000, respectively, as due from Boulder Point within due from related organizations in the accompanying consolidated statements of financial position at June 30, 2022 and 2021.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2022 With Summarized  
Comparative Information for the Year Ended June 30, 2021

#### 15. Related Party Transactions (Continued)

- Harbor Homes provides a guaranty of operating deficits of the Boulder Point project in the amount of \$275,000. Accordingly, in the event the project were to experience financial distress, Harbor Homes would have a contingent liability for operating deficits up to \$275,000. This risk has been mitigated in part through the establishment of an operating reserve.
- There is a loan between HH Plymouth and Boulder Point totaling \$1,271,105. The loan is due to HH Plymouth in a balloon payment in 2039 and is the last priority of note payable. The Organization determined that the likelihood of repayment of this loan is low and collectability is not reasonably assured and therefore, the note receivable is fully reserved for by HH Plymouth as of June 30, 2022 and 2021.

**Supplementary Information**

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

## CONSOLIDATING STATEMENTS OF FINANCIAL POSITION

June 30, 2022 With Summarized Comparative Information for June 30, 2021

|                                                   | Harbor<br>Homes*    | Harbor<br>Homes II,<br>Inc. | Harbor<br>Homes III<br>Inc. | HH<br>Ownership,<br>Inc. | Greater<br>Nashua<br>Council on<br>Alcoholism | Healthy at<br>Home, Inc. | Welcoming<br>Light, Inc. | SARC<br>Housing<br>Needs<br>Board, Inc. | Southern NH<br>HIV/AIDS<br>Task Force,<br>Inc. | Eliminations          | 2022                | 2021                |
|---------------------------------------------------|---------------------|-----------------------------|-----------------------------|--------------------------|-----------------------------------------------|--------------------------|--------------------------|-----------------------------------------|------------------------------------------------|-----------------------|---------------------|---------------------|
| <b>Assets</b>                                     |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| <b>Current assets:</b>                            |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| Cash and cash equivalents                         | \$ 2,916,755        | \$ 14,978                   | \$ 14,030                   | \$ 1,968                 | \$ 1,597,317                                  | \$ 406,109               | \$ 36,842                | \$ 30,119                               | \$ 355,471                                     | \$ -                  | \$ 5,373,589        | \$ 5,274,455        |
| Restricted cash                                   | 481,650             | 25,543                      | 42,505                      | 26,261                   | 83,397                                        | -                        | 34,365                   | 109,280                                 | -                                              | -                     | 803,001             | 756,358             |
| Other accounts receivable, net                    | 2,586,427           | 3,927                       | 8                           | 371                      | -                                             | 201,984                  | 1,787                    | 356                                     | -                                              | -                     | 2,794,860           | 2,840,330           |
| Patient receivables (FQHC)                        | 332,464             | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | 332,464             | 293,114             |
| Due from related organizations                    | 2,544,285           | -                           | -                           | -                        | 397,059                                       | -                        | -                        | -                                       | (10,448)                                       | (2,880,861)           | 50,035              | 47,318              |
| Inventory                                         | 92,032              | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | 92,032              | 84,719              |
| Other assets                                      | 136,427             | -                           | -                           | -                        | -                                             | 1,288                    | -                        | -                                       | -                                              | -                     | 137,715             | 17,788              |
| <b>Total current assets</b>                       | <b>9,090,040</b>    | <b>44,448</b>               | <b>56,543</b>               | <b>28,600</b>            | <b>2,077,773</b>                              | <b>609,381</b>           | <b>72,994</b>            | <b>139,755</b>                          | <b>345,023</b>                                 | <b>(2,880,861)</b>    | <b>9,583,696</b>    | <b>9,314,082</b>    |
| <b>Property and equipment, net</b>                | <b>19,063,577</b>   | <b>240,978</b>              | <b>183,049</b>              | <b>254,409</b>           | <b>4,551,229</b>                              | <b>292</b>               | <b>798,389</b>           | <b>81,206</b>                           | <b>-</b>                                       | <b>-</b>              | <b>25,173,129</b>   | <b>26,199,392</b>   |
| <b>Other assets:</b>                              |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| Investments                                       | 72,742              | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | 72,742              | 88,306              |
| Beneficial interest in assets held by others      | 217,237             | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | 217,237             | 235,208             |
| Other assets                                      | 166,098             | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | 600                                            | -                     | 166,698             | 181,513             |
| <b>Total other assets</b>                         | <b>456,077</b>      | <b>-</b>                    | <b>-</b>                    | <b>-</b>                 | <b>-</b>                                      | <b>-</b>                 | <b>-</b>                 | <b>-</b>                                | <b>600</b>                                     | <b>-</b>              | <b>456,677</b>      | <b>505,027</b>      |
| <b>Total assets</b>                               | <b>\$28,609,694</b> | <b>\$ 285,426</b>           | <b>\$ 239,592</b>           | <b>\$ 283,009</b>        | <b>\$ 6,629,002</b>                           | <b>\$ 609,673</b>        | <b>\$ 871,383</b>        | <b>\$ 220,961</b>                       | <b>\$ 345,623</b>                              | <b>\$ (2,880,861)</b> | <b>\$35,213,502</b> | <b>\$36,018,501</b> |
| <b>Liabilities and Net Assets</b>                 |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| <b>Current liabilities:</b>                       |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| Lines of credit                                   | \$ 499,817          | \$ -                        | \$ -                        | \$ -                     | \$ -                                          | \$ -                     | \$ -                     | \$ -                                    | \$ -                                           | \$ -                  | \$ 499,817          | \$ 225,120          |
| Current portion of notes payable                  | 285,902             | 43,309                      | 25,218                      | -                        | 106,270                                       | -                        | 44,258                   | 25,525                                  | -                                              | -                     | 530,482             | 655,636             |
| Current portion of loan payable                   | -                   | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | -                   | 3,338               |
| Due to related organizations                      | 2,199,787           | 250,286                     | 7,591                       | 16,684                   | -                                             | 99,947                   | 296,245                  | 10,321                                  | -                                              | (2,880,861)           | -                   | -                   |
| Accounts payable                                  | 968,565             | 10,016                      | 1,306                       | 447                      | -                                             | 17,581                   | 4,008                    | 5,872                                   | -                                              | -                     | 1,007,795           | 893,578             |
| Accrued payroll, vacation<br>and related expenses | 522,817             | -                           | -                           | -                        | -                                             | 47,439                   | -                        | -                                       | -                                              | -                     | 570,256             | 1,051,815           |
| Other liabilities                                 | 218,116             | 3,017                       | 1,355                       | 1,265                    | -                                             | 4,321                    | 4,176                    | 197                                     | -                                              | -                     | 232,447             | 310,204             |
| <b>Total current liabilities</b>                  | <b>4,695,004</b>    | <b>306,628</b>              | <b>35,470</b>               | <b>18,396</b>            | <b>106,270</b>                                | <b>169,288</b>           | <b>348,687</b>           | <b>41,915</b>                           | <b>-</b>                                       | <b>(2,880,861)</b>    | <b>2,840,797</b>    | <b>3,139,691</b>    |
| <b>Long-term liabilities:</b>                     |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| Accrued payroll, vacation<br>and related expenses | 615,558             | -                           | -                           | -                        | -                                             | 25,791                   | -                        | -                                       | -                                              | -                     | 641,349             | 534,058             |
| Notes payable, net of current portion             | 9,459,720           | 192,470                     | 150,577                     | -                        | 3,118,958                                     | -                        | 588,973                  | -                                       | -                                              | -                     | 13,510,698          | 14,012,878          |
| Notes payable, tax credits                        | 399,523             | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | 399,523             | 455,463             |
| Notes payable, deferred                           | 5,167,096           | -                           | -                           | 516,400                  | 1,885,000                                     | -                        | -                        | -                                       | -                                              | -                     | 7,568,496           | 7,568,496           |
| Loan payable, net of current portion              | -                   | -                           | -                           | -                        | -                                             | -                        | -                        | -                                       | -                                              | -                     | -                   | 146,562             |
| Other liabilities                                 | 313,907             | 3,630                       | 2,663                       | 1,176                    | -                                             | -                        | 6,395                    | 2,030                                   | 80,870                                         | -                     | 410,671             | 443,181             |
| <b>Total long-term liabilities</b>                | <b>15,955,804</b>   | <b>196,100</b>              | <b>153,240</b>              | <b>517,576</b>           | <b>5,003,958</b>                              | <b>25,791</b>            | <b>595,368</b>           | <b>2,030</b>                            | <b>80,870</b>                                  | <b>-</b>              | <b>22,530,737</b>   | <b>23,160,638</b>   |
| <b>Total liabilities</b>                          | <b>20,650,808</b>   | <b>502,728</b>              | <b>188,710</b>              | <b>535,972</b>           | <b>5,110,228</b>                              | <b>195,079</b>           | <b>944,055</b>           | <b>43,945</b>                           | <b>80,870</b>                                  | <b>(2,880,861)</b>    | <b>25,371,534</b>   | <b>26,300,329</b>   |
| <b>Net assets (deficit):</b>                      |                     |                             |                             |                          |                                               |                          |                          |                                         |                                                |                       |                     |                     |
| Without donor restrictions                        | 7,654,900           | (217,302)                   | 50,882                      | (252,963)                | 1,518,774                                     | (53,811)                 | (72,672)                 | 167,016                                 | 207,226                                        | -                     | 9,002,050           | 9,232,741           |
| With donor restrictions                           | 303,986             | -                           | -                           | -                        | -                                             | 468,405                  | -                        | 10,000                                  | 57,527                                         | -                     | 839,918             | 485,431             |
| <b>Total net assets (deficit)</b>                 | <b>7,958,886</b>    | <b>(217,302)</b>            | <b>50,882</b>               | <b>(252,963)</b>         | <b>1,518,774</b>                              | <b>414,594</b>           | <b>(72,672)</b>          | <b>177,016</b>                          | <b>264,753</b>                                 | <b>-</b>              | <b>9,841,968</b>    | <b>9,718,172</b>    |
| <b>Total liabilities and net assets</b>           | <b>\$28,609,694</b> | <b>\$ 285,426</b>           | <b>\$ 239,592</b>           | <b>\$ 283,009</b>        | <b>\$ 6,629,002</b>                           | <b>\$ 609,673</b>        | <b>\$ 871,383</b>        | <b>\$ 220,961</b>                       | <b>\$ 345,623</b>                              | <b>\$ (2,880,861)</b> | <b>\$35,213,502</b> | <b>\$36,018,501</b> |

\* Consists of Harbor Homes, Inc., HH Plymouth, HUD I and HUD VI

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE**  
**CONSOLIDATING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**

For the Year Ended June 30, 2022 With Summarized Comparative Information for the Year Ended June 30, 2021

|                                                      | Harbor<br>Homes* | Harbor<br>Homes II,<br>Inc. | Harbor<br>Homes III<br>Inc. | HH<br>Ownership,<br>Inc. | Greater<br>Nashua<br>Council on<br>Alcoholism | Healthy at<br>Home, Inc. | Welcoming<br>Light, Inc. | SARC<br>Housing<br>Needs<br>Board, Inc. | Southern NH<br>HIV/AIDS<br>Task Force,<br>Inc. | Eliminations | 2022          | 2021          |
|------------------------------------------------------|------------------|-----------------------------|-----------------------------|--------------------------|-----------------------------------------------|--------------------------|--------------------------|-----------------------------------------|------------------------------------------------|--------------|---------------|---------------|
| <b>Support and Revenues</b>                          |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Support:                                             |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Grants:                                              |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Federal                                              | \$ 10,941,946    | \$ 135,344                  | \$ 119,105                  | \$ 19,444                | \$ —                                          | \$ 80,157                | \$ 144,749               | \$ 69,592                               | \$ —                                           | \$ —         | \$ 11,510,337 | \$ 10,263,203 |
| State                                                | 7,428,730        | —                           | —                           | —                        | (559)                                         | —                        | —                        | —                                       | —                                              | —            | 7,428,171     | 8,012,492     |
| Contributions                                        | 1,345,469        | —                           | —                           | —                        | 35,351                                        | 625,603                  | 32,772                   | 10,000                                  | 58,696                                         | —            | 2,107,891     | 1,638,914     |
| CARES Act funding                                    | —                | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | —            | —             | 1,184,588     |
| Special events, net                                  | (6,000)          | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | —            | (6,000)       | 24,718        |
| Total support                                        | 19,710,145       | 135,344                     | 119,105                     | 19,444                   | 34,792                                        | 705,760                  | 177,521                  | 79,592                                  | 58,696                                         | —            | 21,040,399    | 21,123,915    |
| Revenues:                                            |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Patient service revenues (FQHC)                      | 5,960,856        | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | (19,187)     | 5,941,669     | 5,794,398     |
| Patient service revenues (other)                     | 4,564,899        | —                           | —                           | —                        | (49,576)                                      | 1,458,887                | —                        | —                                       | —                                              | —            | 5,974,210     | 5,886,925     |
| Veterans Administration programs                     | 4,911,456        | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | —            | 4,911,456     | 3,135,408     |
| Rental income:                                       |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Resident payments                                    | 925,308          | 45,186                      | 33,415                      | 29,897                   | —                                             | —                        | 135,853                  | 64,328                                  | —                                              | —            | 1,233,987     | 978,834       |
| Other income                                         | 399,230          | —                           | —                           | —                        | 342,000                                       | —                        | —                        | —                                       | —                                              | (368,660)    | 372,570       | 326,166       |
| Developer fees                                       | —                | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | —            | —             | 16,003        |
| Contracted services                                  | 192,221          | —                           | —                           | —                        | —                                             | 99,300                   | —                        | —                                       | —                                              | (136,951)    | 154,570       | 901,680       |
| Management fees                                      | 100,766          | —                           | —                           | —                        | —                                             | —                        | —                        | —                                       | —                                              | (47,484)     | 53,282        | 53,508        |
| Other income                                         | 62,341           | —                           | —                           | —                        | 15                                            | —                        | —                        | —                                       | —                                              | —            | 62,356        | 100,609       |
| Total revenues                                       | 17,117,077       | 45,186                      | 33,415                      | 29,897                   | 292,439                                       | 1,558,187                | 135,853                  | 64,328                                  | —                                              | (572,282)    | 18,704,100    | 17,193,531    |
| Total support and revenues                           | 36,827,222       | 180,530                     | 152,520                     | 49,341                   | 327,231                                       | 2,263,947                | 313,374                  | 143,920                                 | 58,696                                         | (572,282)    | 39,744,499    | 38,317,446    |
| Operating expenses:                                  |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Program services                                     | 29,666,970       | 173,117                     | 96,358                      | 49,088                   | 142,286                                       | 1,482,916                | 186,489                  | 125,539                                 | 381                                            | (498,138)    | 31,425,006    | 30,963,416    |
| Management and general                               | 5,925,228        | 16,974                      | 12,704                      | 7,919                    | (1,844)                                       | 382,671                  | 29,307                   | 9,808                                   | 599                                            | (74,144)     | 6,309,222     | 5,413,000     |
| Fundraising and development                          | 379,175          | —                           | —                           | —                        | 6,322                                         | 5,400                    | —                        | —                                       | —                                              | —            | 390,897       | 289,276       |
| Total operating expenses before depreciation expense | 35,971,373       | 190,091                     | 109,062                     | 57,007                   | 146,764                                       | 1,870,987                | 215,796                  | 135,347                                 | 980                                            | (572,282)    | 38,125,125    | 36,665,692    |
| Depreciation expense                                 | 1,082,239        | 23,220                      | 22,681                      | 14,349                   | 290,351                                       | 1,750                    | 29,837                   | 4,775                                   | —                                              | —            | 1,469,202     | 1,491,813     |
| Total operating expenses                             | 37,053,612       | 213,311                     | 131,743                     | 71,356                   | 437,115                                       | 1,872,737                | 245,633                  | 140,122                                 | 980                                            | (572,282)    | 39,594,327    | 38,157,505    |
| Income (loss) from operations                        | (226,390)        | (32,781)                    | 20,777                      | (22,015)                 | (109,884)                                     | 391,210                  | 67,741                   | 3,798                                   | 57,716                                         | —            | 150,172       | 159,941       |
| Nonoperating (expense) revenue:                      |                  |                             |                             |                          |                                               |                          |                          |                                         |                                                |              |               |               |
| Investment (loss) return, net                        | (30,229)         | 9                           | 7                           | 9                        | 3,692                                         | —                        | 10                       | 126                                     | —                                              | —            | (26,376)      | 93,982        |
| Total nonoperating (expense) revenue                 | (30,229)         | 9                           | 7                           | 9                        | 3,692                                         | —                        | 10                       | 126                                     | —                                              | —            | (26,376)      | 93,982        |
| Change in net assets                                 | (256,619)        | (32,772)                    | 20,784                      | (22,006)                 | (106,192)                                     | 391,210                  | 67,751                   | 3,924                                   | 57,716                                         | —            | 123,796       | 253,923       |
| Net assets (deficit), beginning of year              | 8,215,505        | (184,530)                   | 30,098                      | (230,957)                | 1,624,966                                     | 23,384                   | (140,423)                | 173,092                                 | 207,037                                        | —            | 9,718,172     | 9,464,249     |
| Net assets (deficit), end of year                    | \$ 7,958,886     | \$ (217,302)                | \$ 50,882                   | \$ (252,963)             | \$ 1,518,774                                  | \$ 414,594               | \$ (72,672)              | \$ 177,016                              | \$ 264,753                                     | \$ —         | \$ 9,841,968  | \$ 9,718,172  |

\* Consists of Harbor Homes, Inc., HH Plymouth, HUD I and HUD VI



**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****STATEMENTS OF FINANCIAL POSITION – HARBOR HOMES, INC.**

June 30, 2022 With Summarized Comparative Information for June 30, 2021

|                                                | Harbor<br>Homes, Inc. | HUD I,<br>Inc. | HUD VI,<br>Inc. | HH Plymouth,<br>LLC | 2022          | 2021          |
|------------------------------------------------|-----------------------|----------------|-----------------|---------------------|---------------|---------------|
| <b>Assets</b>                                  |                       |                |                 |                     |               |               |
| Current assets:                                |                       |                |                 |                     |               |               |
| Cash and cash equivalents                      | \$ 2,906,495          | \$ 8,524       | \$ 1,736        | \$ –                | \$ 2,916,755  | \$ 2,918,209  |
| Restricted cash                                | 332,983               | 90,428         | 58,239          | –                   | 481,650       | 455,283       |
| Other accounts receivable, net                 | 2,584,078             | 1,013          | 1,336           | –                   | 2,586,427     | 2,632,531     |
| Patient receivables (FQHC)                     | 332,464               | –              | –               | –                   | 332,464       | 293,114       |
| Due from related organizations                 | 2,544,285             | –              | –               | –                   | 2,544,285     | 3,137,052     |
| Inventory                                      | 92,032                | –              | –               | –                   | 92,032        | 84,719        |
| Other assets                                   | 136,427               | –              | –               | –                   | 136,427       | 12,059        |
| Total current assets                           | 8,928,764             | 99,965         | 61,311          | –                   | 9,090,040     | 9,532,967     |
| Property and equipment, net                    | 18,706,878            | 71,997         | 284,702         | –                   | 19,063,577    | 19,764,924    |
| Other assets:                                  |                       |                |                 |                     |               |               |
| Investments                                    | 72,742                | –              | –               | –                   | 72,742        | 88,306        |
| Beneficial interest in assets held by others   | 217,237               | –              | –               | –                   | 217,237       | 235,208       |
| Other assets                                   | 166,098               | –              | –               | –                   | 166,098       | 180,913       |
| Total other assets                             | 456,077               | –              | –               | –                   | 456,077       | 504,427       |
| Total assets                                   | \$ 28,091,719         | \$ 171,962     | \$ 346,013      | \$ –                | \$ 28,609,694 | \$ 29,802,318 |
| <b>Liabilities and Net Assets</b>              |                       |                |                 |                     |               |               |
| Current liabilities:                           |                       |                |                 |                     |               |               |
| Lines of credit                                | \$ 499,817            | \$ –           | \$ –            | \$ –                | \$ 499,817    | \$ 225,120    |
| Current portion of notes payable               | 271,210               | 4,720          | 9,972           | –                   | 285,902       | 359,559       |
| Current portion of loan payable                | –                     | –              | –               | –                   | –             | 3,338         |
| Due to related organizations                   | 733,871               | 22,645         | 172,166         | 1,271,105           | 2,199,787     | 2,601,967     |
| Accounts payable                               | 965,732               | 2,556          | 277             | –                   | 968,565       | 882,505       |
| Accrued payroll, vacation and related expenses | 522,817               | –              | –               | –                   | 522,817       | 1,008,217     |
| Other liabilities                              | 216,079               | 619            | 1,418           | –                   | 218,116       | 127,096       |
| Total current liabilities                      | 3,209,526             | 30,540         | 183,833         | 1,271,105           | 4,695,004     | 5,207,802     |
| Long-term liabilities:                         |                       |                |                 |                     |               |               |
| Accrued payroll and related expenses           | 615,558               | –              | –               | –                   | 615,558       | 518,643       |
| Notes payable, net of current portion          | 9,282,652             | –              | 177,068         | –                   | 9,459,720     | 9,743,389     |
| Notes payable, tax credits                     | 399,523               | –              | –               | –                   | 399,523       | 455,463       |
| Notes payable, deferred                        | 5,167,096             | –              | –               | –                   | 5,167,096     | 5,167,096     |
| Loan payable, net of current portion           | –                     | –              | –               | –                   | –             | 146,562       |
| Other liabilities                              | 310,057               | 2,662          | 1,188           | –                   | 313,907       | 347,858       |
| Total long-term liabilities                    | 15,774,886            | 2,662          | 178,256         | –                   | 15,955,804    | 16,379,011    |
| Total liabilities                              | 18,984,412            | 33,202         | 362,089         | 1,271,105           | 20,650,808    | 21,586,813    |
| Net assets (deficit):                          |                       |                |                 |                     |               |               |
| Without donor restrictions                     | 8,803,321             | 138,760        | (16,076)        | (1,271,105)         | 7,654,900     | 7,730,074     |
| With donor restrictions                        | 303,986               | –              | –               | –                   | 303,986       | 485,431       |
| Total net assets (deficit)                     | 9,107,307             | 138,760        | (16,076)        | (1,271,105)         | 7,958,886     | 8,215,505     |
| Total liabilities and net assets (deficit)     | \$ 28,091,719         | \$ 171,962     | \$ 346,013      | \$ –                | \$ 28,609,694 | \$ 29,802,318 |

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

## STATEMENTS OF ACTIVITIES – HARBOR HOMES, INC.

For the Year Ended June 30, 2022 With Summarized Comparative Information for the Year Ended June 30, 2021

|                                                      | Harbor<br>Homes, Inc. | HUD I,<br>Inc. | HUD VI,<br>Inc. | HH Plymouth,<br>LLC | 2022          | 2021         |
|------------------------------------------------------|-----------------------|----------------|-----------------|---------------------|---------------|--------------|
| <b>Support and Revenues</b>                          |                       |                |                 |                     |               |              |
| Support:                                             |                       |                |                 |                     |               |              |
| Grants:                                              |                       |                |                 |                     |               |              |
| Federal                                              | \$ 10,784,402         | \$ 100,573     | \$ 56,971       | \$ —                | \$ 10,941,946 | \$ 9,521,998 |
| State                                                | 7,428,730             | —              | —               | —                   | 7,428,730     | 6,722,643    |
| Contributions                                        | 1,345,469             | —              | —               | —                   | 1,345,469     | 1,513,460    |
| CARES Act funding                                    | —                     | —              | —               | —                   | —             | 1,181,727    |
| Special events, net                                  | (6,000)               | —              | —               | —                   | (6,000)       | 24,718       |
| Total support                                        | 19,552,601            | 100,573        | 56,971          | —                   | 19,710,145    | 18,964,546   |
| Revenues:                                            |                       |                |                 |                     |               |              |
| Patient service revenues (FQHC)                      | 5,960,856             | —              | —               | —                   | 5,960,856     | 5,820,872    |
| Patient service revenues (other)                     | 4,564,899             | —              | —               | —                   | 4,564,899     | 3,913,535    |
| Veterans Administration programs                     | 4,911,456             | —              | —               | —                   | 4,911,456     | 3,135,408    |
| Rental income:                                       |                       |                |                 |                     |               |              |
| Resident payments                                    | 876,316               | 37,304         | 11,688          | —                   | 925,308       | 762,428      |
| Other                                                | 399,230               | —              | —               | —                   | 399,230       | 375,082      |
| Developer fees                                       | —                     | —              | —               | —                   | —             | 16,003       |
| Contracted services                                  | 192,221               | —              | —               | —                   | 192,221       | 610,287      |
| Management fees                                      | 100,766               | —              | —               | —                   | 100,766       | 110,597      |
| Other income                                         | 62,341                | —              | —               | —                   | 62,341        | 84,991       |
| Total revenues                                       | 17,068,085            | 37,304         | 11,688          | —                   | 17,117,077    | 14,829,203   |
| Total support and revenues                           | 36,620,686            | 137,877        | 68,659          | —                   | 36,827,222    | 33,793,749   |
| Operating expenses:                                  |                       |                |                 |                     |               |              |
| Program services                                     | 29,462,619            | 107,349        | 97,002          | —                   | 29,666,970    | 27,332,599   |
| Management and general                               | 5,904,614             | 11,610         | 9,004           | —                   | 5,925,228     | 5,065,309    |
| Fundraising and development                          | 379,175               | —              | —               | —                   | 379,175       | 284,017      |
| Total operating expenses before depreciation expense | 35,746,408            | 118,959        | 106,006         | —                   | 35,971,373    | 32,681,925   |
| Depreciation expense                                 | 1,061,929             | 5,917          | 14,393          | —                   | 1,082,239     | 1,091,724    |
| Total operating expenses                             | 36,808,337            | 124,876        | 120,399         | —                   | 37,053,612    | 33,773,649   |
| (Loss) income from operations                        | (187,651)             | 13,001         | (51,740)        | —                   | (226,390)     | 20,100       |
| Nonoperating (expense) revenue:                      |                       |                |                 |                     |               |              |
| Investment (loss) return, net                        | (30,252)              | 16             | 7               | —                   | (30,229)      | 88,483       |
| Total nonoperating (expense) revenue                 | (30,252)              | 16             | 7               | —                   | (30,229)      | 88,483       |
| Change in net assets                                 | (217,903)             | 13,017         | (51,733)        | —                   | (256,619)     | 108,583      |
| Net assets (deficit), beginning of year              | 9,325,210             | 125,743        | 35,657          | (1,271,105)         | 8,215,505     | 8,106,922    |
| Net assets (deficit), end of year                    | \$ 9,107,307          | \$ 138,760     | \$ (16,076)     | \$ (1,271,105)      | \$ 7,958,886  | \$ 8,215,505 |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE**  
**STATEMENTS OF FUNCTIONAL EXPENSES – HARBOR HOMES, INC.**

For the Year Ended June 30, 2022 With Summarized Comparative Information for the Year Ended June 30, 2021

|                                           | Program<br>Services | Management<br>and<br>General | Fundraising<br>and<br>Development | 2022         | 2021         |
|-------------------------------------------|---------------------|------------------------------|-----------------------------------|--------------|--------------|
| Personnel expenses:                       |                     |                              |                                   |              |              |
| Salaries and wages                        | \$11,883,947        | \$ 3,612,828                 | \$ 266,808                        | \$15,763,583 | \$14,902,353 |
| Payroll taxes                             | 930,910             | 256,768                      | 18,097                            | 1,205,775    | 1,113,775    |
| Employee benefits                         | 2,008,617           | 774,511                      | 40,836                            | 2,823,964    | 2,526,496    |
| Contract/professional services            | 488,783             | 182,809                      | —                                 | 671,592      | 688,520      |
| Supplies:                                 |                     |                              |                                   |              |              |
| Office                                    | 237,555             | 27,487                       | 4,300                             | 269,342      | 152,421      |
| Medical/dental                            | 149,783             | 831                          | 6                                 | 150,620      | 183,769      |
| Building and household                    | 117,316             | 3,823                        | 30                                | 121,169      | 102,904      |
| Client services:                          |                     |                              |                                   |              |              |
| Rental assistance                         | 3,791,778           | —                            | —                                 | 3,791,778    | 3,322,715    |
| Rental application fee                    | 515                 | 35                           | —                                 | 550          | 811          |
| Security deposit assistance               | 91,573              | —                            | —                                 | 91,573       | 105,219      |
| Utility rebate                            | 45,139              | —                            | —                                 | 45,139       | 61,805       |
| Emergency housing                         | 449,480             | —                            | —                                 | 449,480      | 517,761      |
| Treatment and supportive services         | 36,252              | 646                          | —                                 | 36,898       | 20,759       |
| Training and employment assistance        | 10,262              | —                            | —                                 | 10,262       | 12,355       |
| Supportive services assistance            | 101,342             | —                            | 104                               | 101,446      | 100,181      |
| Activities, supplies and other assistance | 70,349              | —                            | —                                 | 70,349       | 46,781       |
| Food, meals and nutritional assistance    | 262,883             | —                            | —                                 | 262,883      | 163,945      |
| Rent: office space                        | 404,912             | —                            | —                                 | 404,912      | 272,447      |
| Construction – noncapitalized             | 600                 | —                            | —                                 | 600          | —            |
| Building:                                 |                     |                              |                                   |              |              |
| Maintenance and repairs                   | 426,061             | 38,408                       | 301                               | 464,770      | 440,515      |
| Utilities                                 | 510,691             | 62,144                       | 480                               | 573,315      | 459,756      |
| Interest:                                 |                     |                              |                                   |              |              |
| Mortgage                                  | 348,120             | 159,653                      | 1,315                             | 509,088      | 536,782      |
| Other                                     | (3,141)             | 29,819                       | —                                 | 26,678       | 24,451       |
| Conference and conventions                | 15,609              | 1,564                        | 63                                | 17,236       | 8,940        |
| Professional services                     | 11,313              | 30,147                       | —                                 | 41,460       | 61,707       |
| Accounting and audit services             | 43,595              | 66,530                       | —                                 | 110,125      | 99,062       |
| Legal fees                                | 6,495               | 106,031                      | —                                 | 112,526      | 78,705       |
| Insurance:                                |                     |                              |                                   |              |              |
| Property and liability                    | 72,926              | 6,950                        | 54                                | 79,930       | 78,622       |
| Professional                              | 23,326              | 89                           | 283                               | 23,698       | 36,139       |
| Other                                     | —                   | 74,603                       | —                                 | 74,603       | 68,407       |
| Vehicle and transportation expenses       | 75,316              | 1,046                        | —                                 | 76,362       | 71,469       |
| Staff:                                    |                     |                              |                                   |              |              |
| Transportation                            | 47,895              | 5,297                        | —                                 | 53,192       | 38,860       |
| Education and training                    | 94,645              | 34,452                       | 166                               | 129,263      | 134,737      |
| Hiring and recruiting                     | 41,136              | 17,581                       | —                                 | 58,717       | 69,217       |
| Uniforms                                  | 3,134               | —                            | —                                 | 3,134        | 1,529        |

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE****STATEMENTS OF FUNCTIONAL EXPENSES – HARBOR HOMES, INC. (CONTINUED)**

For the Year Ended June 30, 2022 With Summarized Comparative Information for the Year Ended June 30, 2021

|                                                      | <b>Program<br/>Services</b> | <b>Management<br/>and<br/>General</b> | <b>Fundraising<br/>and<br/>Development</b> | <b>2022</b>          | <b>2021</b>          |
|------------------------------------------------------|-----------------------------|---------------------------------------|--------------------------------------------|----------------------|----------------------|
| Operations:                                          |                             |                                       |                                            |                      |                      |
| Communication                                        | \$ 147,092                  | \$ 60,870                             | \$ 872                                     | \$ 208,834           | \$ 179,074           |
| Cable                                                | 9,273                       | 404                                   | 3                                          | 9,680                | 9,156                |
| Postage                                              | 13,963                      | 6,256                                 | 888                                        | 21,107               | 33,676               |
| Membership and subscriptions                         | 64,343                      | 35,861                                | 6,928                                      | 107,132              | 72,028               |
| Equipment lease and maintenance                      | 55,386                      | 7,630                                 | 488                                        | 63,504               | 52,870               |
| Software licenses, maintenance and fees              | 668,988                     | 232,732                               | 427                                        | 902,147              | 825,519              |
| Subrecipient and subcontracts                        | 4,893,740                   | 24,765                                | —                                          | 4,918,505            | 3,939,424            |
| Property taxes                                       | 20,606                      | —                                     | —                                          | 20,606               | 50,454               |
| Direct program marketing and advertising             | 26,621                      | 1,763                                 | 51                                         | 28,435               | 17,318               |
| Marketing                                            | 1,040                       | 4,776                                 | 2,412                                      | 8,228                | 18,829               |
| Fundraising publications                             | —                           | 487                                   | 31,070                                     | 31,557               | 8,621                |
| Management and administrative fees                   | —                           | 11,478                                | —                                          | 11,478               | 15,292               |
| Service charges and fees                             | 10,695                      | 38,912                                | 3,193                                      | 52,800               | 38,139               |
| Fines and penalties                                  | 66                          | —                                     | —                                          | 66                   | 1,151                |
| Staff and board expenses                             | 3,507                       | 5,242                                 | —                                          | 8,749                | 2,698                |
| Cost of goods sold                                   | 952,533                     | —                                     | —                                          | 952,533              | 917,399              |
| Allocation:                                          |                             |                                       |                                            |                      |                      |
| Building and occupancy                               | —                           | —                                     | —                                          | —                    | (3,638)              |
| Total functional expense before depreciation expense | 29,666,970                  | 5,925,228                             | 379,175                                    | 35,971,373           | 32,681,925           |
| Depreciation expense                                 | 660,839                     | 420,579                               | 821                                        | 1,082,239            | 1,091,724            |
| Total functional expenses                            | <u>\$ 30,327,809</u>        | <u>\$ 6,345,807</u>                   | <u>\$ 379,996</u>                          | <u>\$ 37,053,612</u> | <u>\$ 33,773,649</u> |

## HARBOR CARE BOARD OF DIRECTORS

Harbor Homes, Inc./Harbor Care Health & Wellness Center; Harbor Homes, II, Inc.; Harbor Homes, III, Inc.; HH Ownership;  
Greater Nashua Council on Alcoholism;  
Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

Thomas I. Arnold, III  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(4th term) - (6/26)  
Continuous Years of Service - 6 yrs.

- Chair, Governance Committee  
- Finance Committee

Vijay Bhatt  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(3rd term) - (6/26)  
Continuous Years of Service - 6 yrs.

- Governance Committee  
- RDP Committee

Vincent Chamberlain  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1st term) - (6/26)  
Joined 2023

### Asst Treasurer (2023)

- Finance Company  
- Governance Committee

Rosemarie Dykeman  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1st term) - (6/24)  
Continuous Years of Service - 2 yrs.

- HCC Oversight Committee  
- RDP Committee

Sekondi Foster  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1st term) - (6/24)  
Continuous Years of Service - 2 yrs.

- HCC Oversight Committee  
- RDP Committee

Jared Freilich  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(3rd term) - (6-26)  
Continuous Years of Service - 6 yrs.

**Treasurer (2019)**  
- Chair, Finance Committee  
- Executive Committee

Laurie Coguen  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(3rd term) - (6-26)  
Continuous Years of Service - 6 yrs.

### Asst Secretary (2017)

- Executive Committee

Joel Jaffe  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(4th term) - (6-26)  
Continuous Years of Service - 9 yrs.

### Chair of the Board (2023)

- Executive Committee

Alison C. Madden, MD  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1st term) - (6-24)  
Continuous Years of Service - 2 yrs.

- HCC Oversight Committee

Lanna Martin  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(2nd term) - (6-26)  
Continuous Years of Service - 3 yrs.

- RDP Committee

Ed McDonough  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(3rd term) - (6-25)  
Continuous Years of Service - 7 yrs.

- Chair, RDP Committee  
- Governance Committee

Rick Plante  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(4th term) - (6/26)  
Continuous Years of Service - 9 yrs.

### Vice Chair (2019)

- Chair, Facilities Committee  
- Chair, Executive Committee  
- RDP Committee  
- Finance Committee

## HARBOR CARE BOARD OF DIRECTORS

Harbor Homes, Inc./Harbor Care Health & Wellness Center; Harbor Homes, II, Inc; Harbor Homes, III, Inc.; HH Ownership;  
Greater Nashua Council on Alcoholism;  
Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

Dan Sallet

- Finance Committee
- Executive Committee

(5th term) (6-26)

Continuous Years of Service - 12 yrs.

Trent Smith

**Secretary (2023)**

-Chair, Oversight Committee

(1<sup>st</sup> term) (6-26)

Joined 2023

## **WENDY LEBLANC**

### **OBJECTIVE:**

**To obtain a position of responsibility in the field of HIV/AIDS**

### **HIGHLIGHTS OF QUALIFICATIONS**

- Over 20 years of experience leading one of NH's largest AIDS Service Organizations.
- Over 24 years of experience providing intensive Case Management services to a diverse population of HIV+ individuals.
- Over 30 years of management experience including staff training and development.
- Competent and reliable professional with a proven record of success in assuming increasing levels of responsibility.
- Outstanding communication and organizational skills.
- Skilled in use of Microsoft Office suite

### **RELEVANT SKILLS AND EXPERIENCE**

#### **ADMINISTRATION/MANAGEMENT**

- Successful management of many client service programs at AIDS Service Organization. Budgeting, tracking, reporting and implementing services to consistently exceed goals for number of clients served while expending budgets efficiently.
- Director of Client Services 2004-2006, Assistant Director/Vice President 2006-2020, Director of HIV Services 2020-present (Title change due to organizational merger)

#### **KNOWLEDGE OF HIV/AIDS**

- Member of Client Services team, providing quality Case Management and other support services to HIV+ individuals.
- Support Group Facilitator for HIV+ individuals and their caregivers.
- Chairperson of NH HIV Planning Group and its' Advisory Committee.
- Member of Ryan White Part A Planning Council
- Certified HIV Test Counselor.

#### **PROGRAM DEVELOPMENT**

- Lead staff person for grant writing, implementation and oversight of statewide grant from NH Department of Public Health for HIV Medical Case Management and Support services, subcontracting to three other NH AIDS Service Organizations.
- Lead grant writer and implementer of Tenant Based/Long Term HOPWA program providing ongoing subsidies for 41 individuals and families living with HIV/AIDS with a three-year budget of \$1.4 million.
- Secured funding for and implemented expansion of Food Pantry services to include culturally appropriate foods for all agency clients.
- Secured funding for and implemented Syringe Services Program

#### **COMMUNITY RELATIONS**

- Member of Greater Nashua Continuum of Care on Homelessness. (Vice Chair 2006-2008, Chair 2008-2013, Clerk 2015, Advisory Board 2014-2022, Chair-2022-present)

- Member of NH HIV Planning Group, Chair (2003-present)
- Member of Boston EMA Ryan White Part A Planning Council, 2009-2013, 2015-2023

#### **WRITING/EDITING**

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

#### **ACHIEVEMENTS**

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

#### **EMPLOYMENT HISTORY**

1999-present    **Client Services**  
(presently Director of HIV Services)

Formerly Southern NH HIV/AIDS  
Task Force/ Currently Harbor Care

1998-1999    **Customer Service**  
1990-1998    **Studio Manager/District Trainer**  
1987-1990    **Store Manager**

Winco Identification, Nashua, NH  
Lifetouch Portrait Studios, Nashua, NH  
Popeye's Fried Chicken, Nashua, NH

#### **PROFESSIONAL DEVELOPMENT IN AREAS SUCH AS:**

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



## **Henry M. Cabrera**

### **Education**

- **Connecticut Community for Addiction Recovery 2019**  
Recovery Coach Academy Certificate
- **Massachusetts Department of Public Health and The Community Health Education Center 2017**  
Comprehensive Outreach Education Certificate
- **Lawrence High School 2013**  
High School Diploma from Business Management and Finance Academy 2013

### **Certifications**

- **Phlebotomy Services 2019**  
Phlebotomy Certificate
- **American Heart Association 2019**  
Basic Life Support (CPR and AED)
- **Fred Pryor Seminars 2018**  
How to Communicate With Tact and Professionalism Certificate
- **JRI Health 2019**  
LGBTQI Health Awareness Certificate  
Boundaries and Professionalism Certificate
- **JRI Health 2018**  
Cultural Responsiveness Certificate  
How to Communicate With Tact and Professionalism Certificate
- **JRI Health 2017**  
Advanced Support Group Facilitation Skills for Peers Certificate
- **Fred Pryor Seminars 2017**  
Managing Emotions Under Pressure Certificate

### **Work History**

#### **Southern NH HIV/AIDS Task Force (Now Harbor Care): Case Manager: June 2021 – Present**

- Provide on-going medical case management and non-medical case management services to HIV+ consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A and Part B Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs to make appropriate referrals and track services
- Assure ongoing client enrollment in NH Care Program and other mainstream benefit programs for eligible clients
- Maintain records and charts for client related activities
- Provide community support for client appointments as needed
- Provide housing advocacy and information, permanent housing placement services
- Provide budgeting and financial planning assistance
- Attend quarterly statewide case manager meetings and other meetings and training programs as directed
- Complete data tracking and quarterly reporting for various funding streams
- Correspondence as necessary for direct services
- Collaborate with community agencies for special programs
- Provide client related data reports as needed
- Participate in agency-related fundraising and other special events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director

## **Henry M. Cabrera**

### **Greater Lawrence Family Health Center: Community Health Worker *October 2016 – May 2021***

- Provided moral and emotional support for patients diagnosed with HIV
- Facilitated support groups, sexual education groups, and drug education groups
- Interpreted and translated for Spanish speaking clients
- Assisted person's with drug use disorder with HIV prevention and connections to detox and other health options.
- Special projects: Acted as Covid resource provider, made and answered phone calls concerning results and vaccination information. Also performed Covid testing.

### **Pet Supplies Plus: Head Animal CareTaker *September 2014 - September 2016***

- Fed and cleaned animal enclosures
- Provided support and assisted customers with finding the correct supplies for their animals
- Conducted inventory checks and stocked shelves

### **Petsmart: Animal caretaker *August 2013- August 2014***

- Feeding and cleaning of animals and their enclosures
- Provided customer service

### **Skills**

- Bilingual; Spanish and English
- Microsoft Office Suite
- Prioritizing tasks
- Phlebotomy

## **Jeffrey Beland**

### **Objective**

To pursue a career working as a Case Manager with clients whom have HIV/STI's to help promote longer and holistic healthier living

### **Education**

1. Granite State College: Bachelor of Science in Self Design: Studies in Psychology, Manchester and Concord, NH 2008
2. New Hampshire Community Technical College: Associate of Science in Human Services, Nashua, NH 2005
3. Nashua Community College: Associate of Science in Holistic Massage Therapy, Nashua, NH 2014

### **Work Experience**

**Southern NH HIV/AIDS Task Force (Now Harbor Care):** 45 High Street, Nashua, NH 03060

Case Manager: March 2017 – Present

- Provide on-going medical case management and non-medical case management services to HIV+ consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A and Part B Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs to make appropriate referrals and track services
- Assure ongoing client enrollment in NH Care Program and other mainstream benefit programs for eligible clients
- Maintain records and charts for client related activities
- Provide community support for client appointments as needed
- Provide housing advocacy and information, permanent housing placement services
- Provide budgeting and financial planning assistance
- Attend quarterly statewide case manager meetings and other meetings and training programs as directed
- Complete data tracking and quarterly reporting for various funding streams
- Correspondence as necessary for direct services
- Collaborate with community agencies for special programs
- Provide client related data reports as needed
- Participate in agency-related fundraising and other special events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director
- Attended trainings on the following: State of NH Case Managers Meetings, Ryan White Training Meetings, Co-Occurring Disorders, HIPAA, De-Escalation Techniques, Boundaries, MOAB 1-Day, Intellectual Development Disorder Diagnosis, Quality Improvement & Quality Assurance Programs, Poverty Competence, Intellectual Developmental Disorders, Basic Counseling Skills, Positive Psychology, Becoming Trauma Informed and Counseling on Access to Lethal Means (CALM), Chem Sex 101, Cultural Competency: An Intersectional Perspective, Echo Collaborative, Understanding Adverse Childhood Experiences & Working with Complex Trauma, Trauma Informed Care, and NH Integrated HIV TB STD and Viral Hepatitis Prevention Conference

**Opportunity Networks: Nashua and Amherst, NH**

Direct Service Professional/Job Developer, July 2012 – March 2017

- Provide transportation for clients to job sites and for out in the community activities
- Supervise groups of clients at the job site and help them to take care of job duties such as cleaning type tasks, mail delivery, washing dishes, etc.
- Supervise groups of clients out in the community and help them to enjoy getting exercise
- Supervise clients while swimming in order to get more range of motion and exercise
- Complete all necessary paperwork including: time sheets (for myself and the clients), gas mileage reimbursement form, incident reports, daily log books and progress notes
- Compile all progress notes from the Perimeter office, type them up, and edit as necessary and email to supervisor
- Complete necessary paperwork for the billing process for Vocational Rehabilitation
- Assist Vocational Rehabilitation (VR) and Opportunity Networks (ON) clients in mock interviews to prepare them for interviews out in the community
- Writing resumes for VR and ON clients and then submitting them to various companies to seek employment
- Participate in the Relias Training Modules as part of the ongoing learning process of to maintain being an effective Direct Service Provider
- Complete the Association of Community Rehabilitation Educators (ACRE) training in Employment Services

**Asian Task Force Against Domestic Violence: Boston, MA**

Over Night Shelter Staff Person, March 2012 – April 2013

- Ensure and enforce compliance of house rules – including daily chores and curfew
- Provide support and information to house residents
- Staff ATASK's 24-hour helpline
- Assist in maintenance of organization, cleanliness and safety of the shelter
- Perform routine administrative duties – including daily logs, helpline records and incident reports
- Effectively communicate with Shelter Director, staff and primary advocates
- Maintain composure and problem-solve in case of emergency and crisis

**South Bay Early Childhood: Lowell, MA**

Teaching Assistant, July 2009 – April 2012

- Provide transportation using the company van for the toddlers and their parents/guardians to get to the center for Toddler groups, support groups and STEP groups
- Work with the toddlers on achieving outcomes in determined areas of developmental delay such as help with reading, gross motor and fine motor skills, and specific behavioral goals such as sharing or not acting out with aggression
- Communicate effectively with Toddler group teacher's as to client's progress on achieving their outcomes
- Communicate effectively with Supervisors in case of any incidents and completing incident reports as necessary
- Complete paperwork regarding the transportation of clients to and from the center
- Bringing the company van in for maintenance as required and making certain that the gas tank was full enough for all necessary transportation needs

- Organizing and making program development folders to be used at all program development events
- Attended several trainings including the following: Using Dialectical Behavior Therapy with Borderline Personality Disorder Clients and Multicultural Counseling and Awareness
- Organized and conducted a training for all staff of the office on Multicultural counseling, genograms and ecograms

**Broad Street Elementary School: Nashua, NH**

District Wide Special Education Paraprofessional, February 2008 – June 2009

- Assist in teaching 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> grade level math and reading
- Assist students in managing their behavior and when appropriate used restraining tactics to help deescalate aggressive behavior
- Bring a group of the students to specials such as gym, art, music, occupation therapy, and group therapy time and work with them in those setting to achieve the goals of the work set for them
- Watch student behavior while out at recess time and intervene when necessary if behavior became unruly or aggressive
- Report to the principal and vice principal in the case of any suspected abuse or neglect taking place and assist in gathering all necessary information to submit information to proper authorities

**Additional Training**

**Magnified Healing Phase 1 – Completed as of 2018**

**Auric Record Clearing Apprenticeship – Completed as of 2016**

**Integrated Energy Therapy Advanced Practitioner – Completed as of 2015**

**Reiki Master Teacher – Completed as of 2014**

## **MAGALY RIOS**

### **OBJECTIVE:**

To obtain a position in the field of HIV/AIDS, to make a positive impact in the HIV/AIDS community

### **HIGHLIGHTS OF QUALIFICATIONS**

- Over 15 years' experience providing Case Management services to HIV+ individuals
- Bilingual/Bicultural (Spanish)
- Excellent communication and organizational skills
- Skilled in Microsoft Office

### **RELEVANT SKILLS AND EXPERIENCE**

- Assistant HIV Case Manager 2007, Senior HIV Case manger 2008-present
- Community volunteer providing interpretation services for Spanish speaking individuals enrolled in various community programs 2002-present

### **KNOWLEDGE OF HIV/AIDS**

- Member of Client Services team, providing quality Case Management and other support services to HIV+ individuals.
- Certified HIV Prevention Counselor
- Ryan White Part A required case management trainings participant
- Caregiver for close family member who died of AIDS 1994-1995

### **COMMUNITY RELATIONS**

- Member of the Greater Nashua Continuum of Care, participating in various subcommittees.

### **ACHIEVEMENTS:**

- Partnership for Successful Living's Adam C. Gureckis Award for Outstanding Employee December 2008
- The Thomas O. Cash Top Pledge staff award September 2010
- Consistently receives outstanding performance reviews

### **EDUCATION:**

- Nashua High School 1999-2002

### **Employment History**

**Southern NH HIV/AIDS Task Force (Now Harbor Care)- Case Manager 2007- Present**

- Provide on-going medical case management and non-medical case management services to HIV+ consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A and Part B Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs to make appropriate referrals and track services
- Assure ongoing client enrollment in NH Care Program and other mainstream benefit programs for eligible clients
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- Participate in agency-related fundraising and other special events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director

**Night Manager/Wholesales - Danelly's 2002-2007**

**McDonalds Crew Trainer- 2000-2002**

**PROFESSIONAL DEVELOPMENT IN AREAS SUCH AS:**

- HIV/AIDS services, including mainstream and entitlement benefits
- HIV/AIDS disease including transmission, disease progression, co-occurring disorders, medication management and adherence
- Management Skills
- Cultural Competency
- Customer Service
- Event Coordinating
- Data Gathering
- Strategic Planning
- Fundraising

Melissa Lane

**Objective:**

To obtain a career that will challenge my skills, that I can use my expertise in and that I can learn from and grow with.

**Professional and Personal References:**

Available upon request

**Education:**

1984 Keene High School graduate

1989 New Hampshire Vocational Technical College – Activity Coordinator's Course

1999 Franklin Pierce University – Associate Degree in Business Management

2003 Certified Alzheimer's Trainer

\* Various education credits in Leadership, Professionalism, Communication and Time Management

**Work Experience:**

May 2015 – present Southern NH HIV/Aids Task Force

**Case Manager**

◦ Responsible for all aspects of case management for an average of 30 clients including connecting them with the NH Care program and other social services. Job duties include assisting with housing, transportation and medical needs as well as applying for assistance when eligible – Medicare, Supplemental Insurance, Medicaid, Food Stamps and other benefits.

2002 – May 2015 Home Health Care, Hospice and Community Services

**Home Support/Business Manager of Customized Care**

◦ Promoted to this position when the agency re-structured. Responsible for the oversight of four homemaking programs as well as the day to day operation of the Customized care department and the Castle Center Life Enrichment Program. Job duties remain primarily the same as previous position held as Office Manager.

July 2009 – Dec 2012 Aids Services of the Monadnock Region

**Client Case Manager**

◦ Responsible for all aspects of case management for an average of 24 clients including connecting them with the NH Care program and other social services. Job duties include assisting with housing, transportation and medical needs as well as applying for assistance when eligible – Medicare, Medicaid, Food Stamps and other benefits. Assist with house management for 5-7 residents living with HIV, HCV or another chronic disease.

Nov 1992 – 2002

Home Health Care, Hospice and Community Services

**Office Manager**



◦ Started as an LNA in the private duty program and was soon promoted to Program Assistant in 1993. In 1996, was promoted again to the Office Manager. Responsible for the oversight of the daily operations in the office for the private duty program and respite services. Job duties included facilitating services, creating systems, interviewing, hiring and orientation of new employees, payroll, billing, record keeping, ordering supplies, typing, proofreading and filing as well as supervision, evaluations and skills assessments of home support providers and clients.

May 1991 – Nov 1992 Woodward Home, Inc.

**Events Coordinator/Administrative Assistant**

◦ Responsible for the planning and implementation of events and activities for 22 residents. Job duties included documenting in individual residents records, accounts payable, accounts receivable, payroll, benefits tracking and filing.

Sept 1985 – May 1991 Westwood Health Care and Rehabilitation Center

**Activity Director**

◦ Started as a kitchen aide for two years and was promoted to Assistant Activity Director. After completion of certification, held the Director position for two years. Responsible for the planning and implementation of events and activities for 87 residents while following federal regulations. Job duties included supervising one full time employee and a large number of volunteers, documenting, budgeting, interviewing, ordering supplies and doing errands for residents.

**Other Work Experience:**

|                 |                                                          |
|-----------------|----------------------------------------------------------|
| 2008 – 2009     | JCPenney – Fine Jewelry Sales Support                    |
| 1992 – 1994     | Autumn Passages Elder Care – Certified Nursing Assistant |
| 1992-1995       | Westport LTD (Division of Dress Barn) – Sales Associate  |
| 1991 (seasonal) | Bradlees Department Store – Sales Associate              |

**Volunteer Experience:**

NH Task for Prevention of Child Abuse – phone triage, 1984

Birth Right – phone triage, 1988

United Way – Team Captain 2005, 2010 and Division Chair 2008, 2009, 2010

United Way – Loaned Executive 2006 – 2010

American Cancer Society – Relay for Life Planning Committee 2002 -2010 (Event Chair 2005-2008)

American Cancer Society – New England Training Team, 2007-2010

## **Migdalia Rodriguez**

Education - 1996-2001

Rivier College, Nashua, NH

Paralegal Studies - BS Degree Completed May 2001

\*Program is ABA approved

**Foreign Languages – Spanish**

### **Work Experience**

**2013-present: Case Manager, Southern NH HIV/AIDS Task Force (Now Harbor Care), Nashua, NH**

- Provide on-going medical case management and non-medical case management services to HIV+ consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A and Part B Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs to make appropriate referrals and track services
- Assure ongoing client enrollment in NH Care Program and other mainstream benefit programs for eligible clients
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- Provide client related data reports as needed
- Participate in agency-related fundraising and other special events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director

**2004-April 2013: Intake Worker, Southern NH Services, Nashua, NH**

- Conduct Interviews
- Gather information necessary to complete applications
- Review applications for accuracy and completeness

- Approve benefits for clients
- Maintain contact with a diverse population in person and by phone Maintain client confidentiality at all times

April to August 2003: Secretary/Paralegal, Craig & Gatzoulis PLLC, Nashua, NH

- Draft a variety of legal documents
- Screen potential clients over the phone
- Kept track of attorney's time, and bill clients
- Open files and prepare the necessary paperwork
- Assist with trial preparations
- Ordered office supplies and kept track of expenses
- Answer incoming calls and provided translation assistance Gathered information about clients for attorney purposes Filed legal documents with appropriate court

April 2002 to March 2003: Realtor/ Receptionist -ERA The Masiello Group, Nashua, NH

- Provide clients assistance in locating real estate
- Draft real estate contracts
- Provide referral assistance for relocations
- Answer incoming calls on a 17-Line phone system
- Schedule appointments for 40 agents
- keep track of paperwork, organize and prioritizing
- Restock supply cabinets and information packages
- Keep track of mailings for proper billing
- Responsible for filing, faxing, copying and distributing mail

Computer Skills: Microsoft Word, Excel, WordPerfect, Westlaw

References: Available upon request

**Patrick T. Baum**

**SUMMARY**

I am a dependable, self-motivated individual with strong multi-tasking skills. I have served many years within the restaurant, retail, hospitality, Substance Use Disorder, HIV Services, and industries with a heavy emphasis on customer service and management. I have the ability to learn and execute new tasks while maintaining a routine workload. I am pleasant, positive and outgoing and I look forward to venturing on to a new chapter and learn all the aspects of this company.

**SKILLS PROFILE**

- Good organizational and customer service skills
- Experience with managing a small team of associates in the restaurant, retail and substance abuse sector
- Proficient in MS Word, Excel, PowerPoint, and Outlook
- Experience working in a small office environment
- Understanding of and experience with matter of a confidential nature
- Experience creating individual treatment plans including scheduling and coordinating appointments
- Experience attending client-centered conferences, team meetings, clinical rounds, agency and staff meetings and other meetings as requested
- Experience communicating all health and nutrition needs of clients
- Experience providing peer support and case management to a diverse group of HIV+ individuals

**EDUCATION**

**Southern New Hampshire University- Manchester, NH (8/2018-Present)**

Major: Psychology- Concentration on Addiction

Current GPA: 3.0

**Lone Star College- Cypress, Texas- (01/07-05/09)**

Major: Accounting

Cumulative GPA: 3.2

**Hesser College- Manchester, New Hampshire- (08/04-05/05)**

Major: Business Administration

Cumulative GPA: 3.0

## **EMPLOYMENT HISTORY**

**Southern NH HIV/AIDS Task Force Now (Harbor Care)- Peer Support Program Coordinator/ Case Manager- Nashua, New Hampshire (4/1/2019-Present)**

As peer support coordinator, my responsibilities include providing group and individual support services to assist HRSA RWHAP-eligible PLWH to address behavioral and physical health concerns. My responsibilities also include documenting such services and monthly supervision from a clinical supervisor.

As a case manager, my duties include:

- Provide on-going medical and non-medical case management services to HIV+ consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A and Part B Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs to make appropriate referrals and track services
- Assure ongoing client enrollment in NH Care Program and other mainstream benefit programs for eligible clients
- Maintain records and charts for client related activities
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- Provide client related data reports as needed
- Participate in agency-related fundraising and other special events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director

**The Farnum Center- Unit Supervisor- Substance Abuse Services- Manchester, New Hampshire (12/18-3/28/19)**

-My responsibilities include overseeing the residential staff by working closely and having open communication and verifying all documentation and records. My responsibilities also include providing bi-weekly supervision with all staff and clinical team, evaluations, maintaining incident reports and employee files.

**The Farnum Center- Resident Instructor- Manchester, New Hampshire (12/17-12/18)**

-My responsibilities include providing supervision and training on living skills needed to increase independence, maintaining documentation for administering medication, reviewing treatment plans, attending meetings with program personnel, employers, parents, case

managers and other service participation and maintaining on-going, cooperative communication with other service providers as requested by supervisor.

**REFERENCES** *Available upon request*

## **Darsi L. Russell, MA, LCMHC**

### **SUMMARY OF QUALIFICATIONS**

Licensed Clinical Mental Health Counselor with MA, BA, and extensive professional experience providing therapeutic mental health services to clients presenting with a variety of complex issues. Provide individual counseling services to include children, adolescents, adults and older adults. Adept at working with a diverse clientele across a wide range of socio-economic, educational, familial, and cultural backgrounds. Proven ability to work with a variety of professional and non-professional service providers and to network with community resources to provide appropriate clinical and social services to clients in a professional and timely manner. Demonstrate detail and efficiency with both oral and written communication skills and required paperwork. Committed, creative, caring and non-judgmental with excellent interpersonal skills and organizational skills with the capacity to lead, problem solve, assess and resolve crisis issues.

Clinical Expertise and Knowledge in areas such as:

Intake Interviews  
Clinical Assessment  
Treatment Plans  
Referrals  
Crisis Intervention

Depression  
Anxiety  
PTSD  
HIV/AIDS  
Substance Abuse

Relationship Issues  
Grief and Loss  
Military/Veterans  
Gay, Lesbian, Bisexual,  
Transgender

### **SELECTED ACCOMPLISHMENTS**

**Clinical mental health counseling** with a diverse clientele presenting with a variety of clinical issues. Knowledgeable of DSM V disorders.

**Interfacing/networking with other community agencies and providers** such as counselors, social workers, substance abuse counselors, psychiatrists, nurses, doctors, and case managers to establish on-going professional relationships and connections on behalf of the client.

**Demonstrate leadership/management experience** through the development, oversight, and coordination of all clinical programs and the supervision, training, and oversight of all direct service staff. Carry out daily operations of agency to include clinical and financial oversight, participation in required committees, and attendance at necessary meetings and trainings.

### **PROFESSIONAL EXPERIENCE**

Harbor Homes, Harbor Care Health and Wellness Center, Nashua NH  
**Clinical Supervisor** (2019- Present)

2018-Present

Updated 7/24/2023

**Licensed Clinical Mental Health Counselor (2018-Present)**  
Mental health counseling services to clients and clinical supervision  
of staff.

Milford Regional Counseling Services, Milford, NH 2007-2018  
**Vice President (2014-2018)**  
**Clinical Supervisor (2014-2018)**  
**Licensed Clinical Mental Health Counselor (2000-2003 & 2007-2018)**  
Mental health counseling services to clients and clinical supervision  
of interns/staff.

New Hampshire Catholic Charities, Manchester NH 2004-2007  
**Licensed Clinical Mental Health Counselor**  
Mental health counseling services to clients.

Southern NH HIV/AIDS Task Force, Nashua, NH 2000-2004  
**Director of Client Services**  
Case management services to clients and clinical supervision of staff.

Harbor Homes, Incorporated, Nashua NH 1991-2000  
**Assistant Program Manager/Resident Coordinator**  
Clinical support and interventions, and vocational training with  
chronic mentally ill and homeless clients.

## **CREDENTIALS**

Licensed Clinical Mental Health Counselor, March 2007-Present  
License # 662  
State of New Hampshire  
NH Board of Mental Health Practice

## **EDUCATION**

Master of Arts in Clinical Mental Health Counseling, May 1997  
Rivier College (University), Nashua, NH.

Bachelor of Arts in Psychology, May 1984  
Keene State College, Keene, NH.

## **SPECIAL CREDENTIALS**

Notary Public, State of New Hampshire, 2003-Present



Harbor Care  
Key Personnel  
 October 1, 2023-June 30, 2024

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$10,317                              |
| Magaly Rios        | Case Manager          | \$6,135                               |
| Jeff Beland        | Case Manager          | \$5,368                               |
| Henry Cabrera      | Case Manager          | \$5,211                               |
| Migdalia Rodriguez | Case Manager          | \$5,909                               |
| Melissa Lane       | Case Manager          | \$36,111                              |
| Darsi Russell      | Clinical Supervisor   | \$2,970                               |
| Patrick Baum       | Case Manager          | \$2,045                               |

Harbor Care  
Key Personnel  
 July 1, 2024-June 30, 2025

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$14,168                              |
| Magaly Rios        | Case Manager          | \$8,424                               |
| Jeff Beland        | Case Manager          | \$7,585                               |
| Henry Cabrera      | Case Manager          | \$7,157                               |
| Migdalia Rodriguez | Case Manager          | \$8,112                               |
| Melissa Lane       | Case Manager          | \$49,589                              |
| Darsi Russell      | Clinical Supervisor   | \$4,079                               |
| Patrick Baum       | Case Manager          | \$2,808                               |

Harbor Care  
Key Personnel  
 July 1, 2025-June 30, 2026

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$14,592                              |
| Magaly Rios        | Case Manager          | \$8,677                               |
| Jeff Beland        | Case Manager          | \$7,809                               |
| Henry Cabrera      | Case Manager          | \$7,369                               |
| Migdalia Rodriguez | Case Manager          | \$8,355                               |
| Melissa Lane       | Case Manager          | \$51,068                              |
| Darsi Russell      | Clinical Supervisor   | \$4,201                               |
| Patrick Baum       | Case Manager          | \$2,892                               |

Harbor Care  
Key Personnel

July 1, 2026-June 30, 2027

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$15,029                              |
| Magaly Rios        | Case Manager          | \$8,936                               |
| Jeff Beland        | Case Manager          | \$8,043                               |
| Henry Cabrera      | Case Manager          | \$7,588                               |
| Migdalia Rodriguez | Case Manager          | \$8,605                               |
| Melissa Lane       | Case Manager          | \$52,584                              |
| Darsi Russell      | Clinical Supervisor   | \$4,326                               |
| Patrick Baum       | Case Manager          | \$2,979                               |

Harbor Care  
Key Personnel

July 1, 2027-June 30, 2028

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$15,478                              |
| Magaly Rios        | Case Manager          | \$9,201                               |
| Jeff Beland        | Case Manager          | \$8,284                               |
| Henry Cabrera      | Case Manager          | \$7,812                               |
| Migdalia Rodriguez | Case Manager          | \$8,861                               |
| Melissa Lane       | Case Manager          | \$54,157                              |
| Darsi Russell      | Clinical Supervisor   | \$4,455                               |
| Patrick Baum       | Case Manager          | \$3,067                               |

Harbor Care  
Key Personnel

July 1, 2028-September 30, 2028

| Name               | Job Title             | Salary Amount Paid from this Contract |
|--------------------|-----------------------|---------------------------------------|
| Wendy LeBlanc      | Director/Case Manager | \$3,870                               |
| Magaly Rios        | Case Manager          | \$2,300                               |
| Jeff Beland        | Case Manager          | \$2,071                               |
| Henry Cabrera      | Case Manager          | \$1,953                               |
| Migdalia Rodriguez | Case Manager          | \$2,215                               |
| Melissa Lane       | Case Manager          | \$13,539                              |
| Darsi Russell      | Clinical Supervisor   | \$1,114                               |
| Patrick Baum       | Case Manager          | \$767                                 |

Subject: RFA-2024-DPHS-05-CASEM-03

**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<br>New Hampshire Department of Health and Human Services                                                  |                                                               | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857         |                                   |
| 1.3 Contractor Name<br>HIV/HCV Resource Center, Inc.                                                                            |                                                               | 1.4 Contractor Address<br>2 Blacksmith Street<br>Lebanon, NH 03766                |                                   |
| 1.5 Contractor Phone Number<br>603-448-8887                                                                                     | 1.6 Account Unit and Class<br>05-95-90-902510-2229-102-500731 | 1.7 Completion Date<br>September 30, 2028                                         | 1.8 Price Limitation<br>\$339,573 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director                                                           |                                                               | 1.10 State Agency Telephone Number<br>(603) 271-9631                              |                                   |
| 1.11 Contractor Signature<br>DocuSigned by:<br><i>Laura Byrne</i><br>Date: 8/28/2023                                            |                                                               | 1.12 Name and Title of Contractor Signatory<br>Laura Byrne Executive Director     |                                   |
| 1.13 State Agency Signature<br>DocuSigned by:<br><i>Iain Watt</i><br>Date: 8/29/2023                                            |                                                               | 1.14 Name and Title of State Agency Signatory<br>Iain Watt Deputy Director - DPHS |                                   |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |                                                               |                                                                                   |                                   |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By: <i>Robyn Guirino</i> On: 8/30/2023 |                                                               |                                                                                   |                                   |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____           |                                                               |                                                                                   |                                   |

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with  
Human Immunodeficiency Virus (HIV)**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023, upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide case management services Medical Case Management (MCM), Non-Medical Case Management (NMCM) and Human Immunodeficiency Virus (HIV) Support Services to individuals living with HIV and receiving services through the New Hampshire Ryan White Comprehensive AIDS Resource Emergency (NH CARE) Program, services include, but are not limited to:
  - 1.1.1. Enrollment in the New Hampshire Ryan White CARE Program.
  - 1.1.2. A comprehensive assessment of client needs.
  - 1.1.3. The development of an individual client centered service plan.
  - 1.1.4. Documented communication with medical providers to ensure that clients remain engaged in medical care.
- 1.2. The Contractors must assist eligible clients with enrolling and re-enrolling in the NH CARE Program, as well as provide case management and support services to clients.
- 1.3. The Contractor must ensure services are available in Region 3 that include but are not limited to:
  - 1.3.1. Northern Sullivan County: Plainfield, Grantham, Springfield, Cornish, Croydon, Sunapee, Claremont, Newport.
  - 1.3.2. Western Coos County: Dalton, Lancaster, Northumberland, Stark, Dummer, Kilkenny, Stratford, Clarksville, Stewartstown, Colebrook, Columbia, Ervings, Odell, Carroll, Jefferson, Milan, Dixville, Randolph, Whitefield, Chandler's Purchase, Crawford's Purchase, Hadley's Purchase, Low and Burbank's Grant, Thompson and Meserve's Purchase.
  - 1.3.3. Western Grafton County: Littleton, Bethlehem, Monroe, Lyman, Lisbon, Sugar Hill, Bath, Landaff, Easton, Haverhill, Benton, Piermont, Warren, Orford, Wentworth, Lyme, Dorchester, Hanover, Canaan, Lebanon, Enfield, Grafton, Orange.
- 1.4. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:
  - 1.4.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HSRA), HIV/AIDS Bureau (HAB).



**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

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- 1.4.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at: **Ryan White HIV/AIDS Program (RWHAP) (hrsa.gov)**
- 1.5. The Contractor must maintain compliance with current policies and procedures set forth by HRSA and the Department. HRSA policies can be viewed online at: **Policy Notices | Ryan White HIV/AIDS Program (hrsa.gov)**
- 1.6. The Contractor must enroll individuals to the NH Ryan White CARE Program via the CAREware system. The Contractor must:
  - 1.6.1. Assist individuals with completing the initial NH Care Program application.
  - 1.6.2. Assist individuals with completing the NH Care Program application for re-enrollment every six (6) months.
  - 1.6.3. Submit completed NH Care Program applications to the Department, via the CAREware system, as completed by individuals every six (6) months.
- 1.7. The Contractor must ensure the proper security when using the CAREWare system and accessing electronic records, as defined by the Department's Division of Public Health Services (DPHS), Bureau of Infectious Disease Control's (BIDC) Security and Confidentiality Policy.
- 1.8. The Contractor must ensure all CARE Program applications are completed and include, but are not limited to:
  - 1.8.1. Documented medical diagnosis of HIV.
  - 1.8.2. Documented proof of address, residency in the State of NH.
  - 1.8.3. Annual gross household income equal to or less than 500% of the Federal Poverty Level (FPL).
  - 1.8.4. Annual proof and date of a NH Medicaid application having been filed if the household income is at or below 200% of the FPL.
  - 1.8.5. Completed Patient Medical Information (PMI) form, as provided by the NH CARE Program.
  - 1.8.6. Documentation of screening individuals for eligibility of Medicaid, Medicare, third-party insurance, Federal Health Insurance Marketplace, other insurance programs, Veterans Affairs benefit programs, and other funding sources.
- 1.9. The Contractor must ensure individuals who are enrolled in, or are receiving contracted services are not incarcerated in a state or federal correctional or prison system. The Contractor must notify the Department if an individual becomes incarcerated after submittal of an application or after eligibility is

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

approved.

- 1.9.1. The Contractor must ensure eligibility status is retained for individuals who are incarcerated in a NH County Department of Corrections system and enrolled or receiving contracted services.
- 1.9.2. The Contractor must provide services in accordance with the Universal and Service-Specific Standards of Care for NH HIV/AIDS services which is posted on the Department's website: **NH Ryan White CARE Service Providers | New Hampshire Department of Health and Human Services**

**1.10. Medical Case Management Services**

- 1.10.1. The Contractor must provide Medical Case Management (MCM) Services, which focuses on improving health outcomes for individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for NH HIV/AIDS services.
- 1.10.2. The Contractor must deliver MCM in accordance with the HIV care continuum through integrated services, which may include but are not limited to:
  - 1.10.2.1. Providing client advocacy and facilitating client-centered information decision-making.
  - 1.10.2.2. Completing an initial assessment of need and development of a comprehensive, individualized care plan, in consultation with the client that reflects the client's preferences and treatment goals. Individualized care plans may include but are not limited to:
    - 1.10.2.2.1. Comprehensive care, including physical and mental health care needssuch as prevention and wellness, oral health, acute care, mental health treatment, rehabilitation, and chronic care.
    - 1.10.2.2.2. Assessments that include use the Department's screening tools.
    - 1.10.2.2.3. Documentation of care plan reevaluation every 6 months at a minimum.
  - 1.10.2.3. Coordinating access to medically appropriate levels of health and community support services.
  - 1.10.2.4. Ensuring continuity of care through accurate and timely communication of care plans across primary<sup>DS</sup> and

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

- specialty providers involved with client medical, behavioral health, and support care.
- 1.10.2.5. Conducting continuous assessments of client needs for support, including but not limited to personal support systems.
  - 1.10.2.6. Conducting routing follow-ups that focus on client relationship-building and care plan revisions as needs evolve over time, including, but not limited to:
    - 1.10.2.6.1. Various case management encounters which may include:
      - 1.10.2.6.1.1. Face-to-face meeting.
      - 1.10.2.6.1.2. Telephone contact.
      - 1.10.2.6.1.3. Other forms of communication and outreach.
  - 1.10.2.7. Health promotion and health education.
  - 1.10.2.8. Treatment adherence counseling to promote functional independence, maintain health, ensure readiness for and adherence to complex HIV treatments.
  - 1.10.2.9. Reviewing services utilization to assist individuals overcoming healthcare systemic barriers, improving quality and safety of individuals receiving services, and reducing duplication of services.
  - 1.10.2.10. Assisting individuals with accessing public and private programs for which they may be eligible, which may include but are not limited to:
    - 1.10.2.10.1. Medicaid.
    - 1.10.2.10.2. Children's Health Insurance Program (CHIP).
    - 1.10.2.10.3. Medicare Savings Programs.
    - 1.10.2.10.4. Pharmaceutical Manufacturer's Patient Assistance Programs.
    - 1.10.2.10.5. Department of Labor-funded services.
    - 1.10.2.10.6. Department of Education-funded services.
    - 1.10.2.10.7. Other state or local health care and supportive services.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
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**EXHIBIT B**

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- 1.10.2.10.8. Private health care plans.
- 1.10.2.10.9. Public marketplace.
- 1.10.2.10.10. Dental plans.
- 1.10.3. The Contractor must ensure contracted services are provided by a Medical Case Manager who meets a minimum of one (1) of the following criteria:
  - 1.10.3.1. An individual licensed as a health or social service professional in the State of New Hampshire; or
  - 1.10.3.2. An individual under the direct supervision of a New Hampshire licensed health or social service professional, with experience in the medical or human services field, such as nursing, social work, psychology, counseling, or health education in accordance with the following criteria:
    - 1.10.3.2.1. Bachelor's degree with two (2) years of experience; or
    - 1.10.3.2.2. Associate's degree with three (3) years of experience; or
    - 1.10.3.2.3. High school diploma or General Education development with five (5) years of experience.
- 1.10.4. The Contractor must implement policies and procedures that ensure:
  - 1.10.4.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.10.4.2. The ability to complete required documentation and data entry, and to ensure confidentiality of data.
- 1.10.5. The Contractor must ensure MCM services are provided by trained professionals, including individuals who are medically credentialed and other allied health care staff ensuring:
  - 1.10.5.1. Work experience includes subject matter expertise that reflects requisite experience, education, and/or training consistent with the scope of the role as stated in Section 2.1.8.2.
  - 1.10.5.2. Preferred experience may include, but is not limited to previous counseling, and/or direct provision of services, related to:

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- 1.10.5.2.1. HIV disease and treatment.
- 1.10.5.2.2. Adherence counseling.
- 1.10.5.2.3. Care Coordination.
- 1.10.5.2.4. Health coaching.
- 1.10.5.2.5. HIV disease process.
- 1.10.5.2.6. Oral health.
- 1.10.5.2.7. Risk reduction.
- 1.10.5.2.8. Prevention strategies.
- 1.10.5.2.9. Harm reduction.
- 1.10.5.2.10. Substance abuse treatment.
- 1.10.5.2.11. Nutrition.
- 1.10.5.2.12. Polypharmacy.
- 1.10.5.2.13. Chronic disease management.
- 1.10.5.2.14. End-of-life.
- 1.10.5.2.15. Health promotion.

**1.11. Non-Medical Care Management Services**

- 1.11.1. The Contractor must provide Non-Medical Case Management (NMCM) Services, which are a range of client-centered services that improve access to and retention of needed core medical and support services.
- 1.11.2. The Contractor must ensure NMCM Services include, but are not limited to:
  - 1.11.2.1. Completing an initial assessment of service needs for each individual in accordance with the Standards of Care for NH HIV/AIDS Services, [care-stds-of-care.pdf \(nh.gov\)](#)
  - 1.11.2.2. Completing an assessment of the individual's behavioral health needs using the Department's behavioral health screening tool, in accordance with the Standards of Care for NH HIV/AIDS Services.
  - 1.11.2.3. Developing individualized comprehensive care plans that include, but are not limited to:
    - 1.11.2.3.1. Goals, as identified by the individuals served.

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- 1.11.2.3.2. HIV support services needed.
- 1.11.2.3.3. Action steps to be taken in order to achieve goals.
- 1.11.2.3.4. Specific date by which the individual plans to achieve identified goals.
- 1.11.2.4. Coordinating, guiding, and assisting with access to:
  - 1.11.2.4.1. Timely medically appropriate levels of health and support services and continuity of care.
  - 1.11.2.4.2. Social services.
  - 1.11.2.4.3. Community services.
  - 1.11.2.4.4. Legal services.
  - 1.11.2.4.5. Financial services.
  - 1.11.2.4.6. Employment services.
  - 1.11.2.4.7. Public and private programs for which individuals may be eligible, which may include, but are not limited to:
    - 1.11.2.4.7.1. Medicaid.
    - 1.11.2.4.7.2. Children's Health Insurance Program (CHIP).
    - 1.11.2.4.7.3. Medicare Part D.
    - 1.11.2.4.7.4. Pharmaceutical Manufacturer's Patient Assistance Program.
  - 1.11.2.4.8. Department of Labor-funded services.
  - 1.11.2.4.9. Department of Education-funded services.
  - 1.11.2.4.10. Other state or local health care and supportive services.
  - 1.11.2.4.11. Private health care plans.
  - 1.11.2.4.12. Vocational services.
  - 1.11.2.4.13. Other necessary services.
- 1.11.2.5. Advocating or reviewing utilization of service that is client-specific.

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- 1.11.2.6. Re-evaluating care plans every six (6) months to ensure care plans are updated as appropriate.
- 1.11.3. The Contractor must ensure continuity of services among all client providers in accordance with Health Resources and Administration and the Clinical Guidelines for the Treatment of HIV/AIDS.
- 1.11.4. The Contractor must provide NMCM services using forms of communication that may include, but are not limited to:
  - 1.11.4.1. Face-to-face.
  - 1.11.4.2. Phone contact.
  - 1.11.4.3. Other forms of communication including but not limited to email and regular mail as appropriate.
- 1.11.5. The Contractor must ensure services are provided by a case manager whose job duties must include, but are not limited to:
  - 1.11.5.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.11.5.2. The ability to complete documentation required.
- 1.11.6. The Contractor must ensure the case manager has one of the following:
  - 1.11.6.1. Bachelor's degree with two years of relevant experience; or
  - 1.11.6.2. Associate's degree with three years of relevant experience; or
  - 1.11.6.3. High school diploma or General Educational Development with five years of relevant experience.

**1.12. HIV Support Services**

- 1.12.1. The Contractor must coordinate the provision of HIV Support services to eligible individuals in accordance with the Standards of Care for NH HIV/AIDS Services which include:
  - 1.12.1.1. Food Bank/home delivered meals;
  - 1.12.1.2. Housing;
  - 1.12.1.3. Linguistic services; and
  - 1.12.1.4. Medical transportation.

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- 1.12.2. The Contractor must ensure Food Bank services and home delivered meal services are provided in accordance with Human Resources Services Administration (HRSA), which includes:
  - 1.12.2.1. Providing food items;
  - 1.12.2.2. Providing hot meals;
  - 1.12.2.3. Implementing a voucher program to purchase food items;
  - 1.12.2.4. Providing essential non-food items that include, but are not limited to:
    - 1.12.2.4.1. Personal hygiene products.
    - 1.12.2.4.2. Household cleaning supplies.
    - 1.12.2.4.3. Water filtration or purification systems in communities where water safety issues exist.
- 1.12.3. The contractor must coordinate housing services, which include, but are not limited to:
  - 1.12.3.1. Transitional, short-term, or emergency housing assistance that enables an individual or family to gain or maintain outpatient or ambulatory health services and treatment.
  - 1.12.3.2. Development of individualized housing plans to guide individuals to permanent housing, ensuring updates are completed on an annual basis.
  - 1.12.3.3. Housing referral services that include, but are not limited to:
    - 1.12.3.3.1. Providing transitional, short-term, or emergency housing assistance.
    - 1.12.3.3.2. Developing individualized housing plans to guide client linkages to permanent housing and ensuring plans are updated annually.
    - 1.12.3.3.3. Providing housing referral services that include, but are not limited to:
      - 1.12.3.3.3.1. Client needs assessment.



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1.12.3.3.2. Housing searches based on clients' needs assessments.

1.12.3.3.3. Housing advocacy services on behalf of the eligible client.

1.12.3.3.4. Paying fees associated with housing services.

1.12.4. The Contractor must provide non-emergency medical transportation that enables an eligible client to access or be retained in core medical support services. The Contractor may:

1.12.4.1. Enter into contracts with providers of transportation services.

1.12.4.2. Provide mileage reimbursement, through a non-cash system, that enables clients to travel to necessary medical appointments or other support services in accordance with the rates established by the Federal Joint Travel Regulations.

1.12.4.3. Organize and use volunteer drivers.

1.12.4.4. Establish a voucher or token system.

**1.13. Staffing**

1.13.1. The Contractor must notify the NH Care Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

**1.14. Reporting**

1.14.1. The Contractor must submit a detailed description of the language assistance services they will provide to Limited English Proficiency (LEP persons) to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

1.14.2. The Contractor must submit quarterly narrative reports that reflect funded program services in accordance with the AIDS Service Organization Quarterly Report, Appendix H, fifteen (15) business days after the close of each quarter.

1.14.3. The Contractor must submit a year-end report no later than forty-five (45) days after the end of the contract year in a format similar to the quarterly reports.

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- 1.14.4. The Contractor must submit a Continuity of Operations Plan (COOP) to ensure timely continued MCM, NMCM or HIV support services, as applicable, within forty-five (45) days of the contract effective date.
- 1.14.5. The Contractor must submit an initial and yearly updated Quality Management plan to the NH Care Program that addresses the following:
  - 1.14.5.1. Quality statement.
  - 1.14.5.2. Quality improvement infrastructure.
  - 1.14.5.3. Priorities.
  - 1.14.5.4. Performance measurement.
  - 1.14.5.5. Quality improvement activities.
  - 1.14.5.6. Action plan with a timeline and responsible parties.
  - 1.14.5.7. Engagement of stakeholders.
  - 1.14.5.8. Evaluation.
- 1.14.6. The Contractor must participate an annual site visit conducted by the Department, in accordance with the NH CARE Program Annual Monitoring Site Visit Process – NH Ryan White Part B which is posted on the Department's website:  
<https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>
- 1.14.7. The Contractor must participate, in an orientation site visit with the Department, within six (6) months of Governor and Council approval, during which the Contractor must provide the Department with an overview of roles and responsibilities for the contract. of the Department may review the following on the orientation site visit, which includes but is not limited to:
  - 1.14.7.1. Monitoring tools,
  - 1.14.7.2. The Program,
  - 1.14.7.3. Fiscal, and
  - 1.14.7.4. Service delivery requirements.
- 1.14.8. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

**1.15. Training**

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- 1.15.1. The Contractor must ensure all staff participate in quarterly NH CARE Program sponsored training and technical assistance events.

**1.16. Performance Measures**

- 1.16.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

**1.16.1.1. Performance Measure #1**

- 1.16.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services.
- 1.16.1.1.2. Target: Chart reviews result in zero (0) citations for assessment and service planning standards.
- 1.16.1.1.3. Numerator: Number of charts reviewed at site visits that produce zero (0) citations for assessment and service planning.
- 1.16.1.1.4. Denominator: Number of charts reviewed at site visits.
- 1.16.1.1.5. Data Source: Site visit reports.

**1.16.1.2. Performance Measure #2**

- 1.16.1.2.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.
- 1.16.1.2.2. Citations for assessment and service planning will have a corrective action plan developed and approved by the NH care Program within thirty (30) days of receipt of site visit report.
- 1.16.1.2.3. Numerator: Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.
- 1.16.1.2.4. Denominator: Number of citations for assessment and service planning.
- 1.16.1.2.5. Data Source: Site visit report and corrective action plan.

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**1.16.1.3. Performance Measure #3**

- 1.16.1.3.1. Goal: To integrate clinical quality management into NH HIV/AIDS services.
- 1.16.1.3.2. Medical case management agencies must develop a quality statement for integration into a quality management plan.
- 1.16.1.3.3. Numerator: Number of quality statements.
- 1.16.1.3.4. Denominator: Number of medical case management agencies.
- 1.16.1.3.5. Data Source: Quality management plan submission and approval dates.

**1.17. Background Checks**

- 1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.18. Confidential Data**

- 1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.18.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must

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ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.19. Privacy Impact Assessment**

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.19.1.1. How PII is gathered and stored;
- 1.19.1.2. Who will have access to PII;
- 1.19.1.3. How PII will be used in the system;
- 1.19.1.4. How individual consent will be achieved and revoked; and
- 1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.20. Department Owned Devices, Systems and Network Usage**

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and

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non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

- 1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.20.1.9. Agree when utilizing the Department's email system:
  - 1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s)

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to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
  - 1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
  - 1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

**1.20.2. Workspace Requirement**

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- 1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**1.21. Contract End-of-Life Transition Services**

**1.21.1. General Requirements**

- 1.21.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.21.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.



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- 1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.21.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.21.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.21.2. Completion of Transition Services
  - 1.21.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
  - 1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.21.3. Disagreement over Transition Services Results
  - 1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not

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reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**1.21.4. State of New Hampshire's Website Copyright**

- 1.21.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

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**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

- 3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and

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regulations.

**3.5. Eligibility Determinations**

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.
  - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT B**

---

are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Pharmaceutical Rebates).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget SFY24 through C-6, Budget SFY29
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT C**

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

**New Hampshire Department of Health and Human Services  
Case Management and Support Services for Individuals Living with Human  
Immunodeficiency Virus (HIV)**

**EXHIBIT C**

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.



## Exhibit C-1 Budget SFY24

| New Hampshire Department of Health and Human Services                                                                          |                               |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Contractor Name:</b> HIV/HCV Resource Center, Inc.                                                                          |                               |
| <b>Budget Request for:</b> Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |                               |
| <b>Budget Period</b> October 1, 2023 to June 30, 2024                                                                          |                               |
| <b>Indirect Cost Rate (if applicable)</b> 10%                                                                                  |                               |
| Line Item                                                                                                                      | Program Cost - Funded by DHHS |
| 1. Salary & Wages                                                                                                              | \$31,440                      |
| 2. Fringe Benefits                                                                                                             | \$8,250                       |
| 3. Consultants                                                                                                                 | \$900                         |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.          | \$0                           |
| 5.(a) Supplies - Educational                                                                                                   | \$0                           |
| 5.(b) Supplies - Lab                                                                                                           | \$0                           |
| 5.(c) Supplies - Pharmacy                                                                                                      | \$0                           |
| 5.(d) Supplies - Medical                                                                                                       | \$0                           |
| 5.(e) Supplies Office                                                                                                          | \$0                           |
| 6. Travel                                                                                                                      | \$750                         |
| 7. Software                                                                                                                    | \$0                           |
| 8. (a) Other - Marketing/ Communications                                                                                       | \$0                           |
| 8. (b) Other - Education and Training                                                                                          | \$0                           |
| Occupancy                                                                                                                      | \$2,714                       |
| Audit and Legal                                                                                                                | \$1,232                       |
| Telephone                                                                                                                      | \$494                         |
| Postage                                                                                                                        | \$150                         |
| Medical Transportation                                                                                                         | \$375                         |
| 9. Subrecipient Contracts                                                                                                      | \$0                           |
| Total Direct Costs                                                                                                             | \$46,305                      |
| Total Indirect Costs                                                                                                           | \$4,630                       |
| <b>TOTAL</b>                                                                                                                   | <b>\$50,935</b>               |

Contractor Initial:

## Exhibit C-2 Budget SFY25

| New Hampshire Department of Health and Human Services                                                                          |                                      |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Contractor Name:</b> HIV/HCV Resource Center, Inc.                                                                          |                                      |
| <b>Budget Request for:</b> Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |                                      |
| <b>Budget Period</b> July 1, 2024 to June 30, 2025                                                                             |                                      |
| <b>Indirect Cost Rate (if applicable)</b> 10%                                                                                  |                                      |
| <b>Line Item</b>                                                                                                               | <b>Program Cost - Funded by DHHS</b> |
| 1. Salary & Wages                                                                                                              | \$43,563                             |
| 2. Fringe Benefits                                                                                                             | \$11,000                             |
| 3. Consultants                                                                                                                 | \$1,200                              |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.          | \$0                                  |
| 5.(a) Supplies - Educational                                                                                                   | \$0                                  |
| 5.(b) Supplies - Lab                                                                                                           | \$0                                  |
| 5.(c) Supplies - Pharmacy                                                                                                      | \$0                                  |
| 5.(d) Supplies - Medical                                                                                                       | \$0                                  |
| 5.(e) Supplies Office                                                                                                          | \$0                                  |
| 6. Travel                                                                                                                      | \$1,000                              |
| 7. Software                                                                                                                    | \$0                                  |
| 8.(a) Other - Marketing/ Communications                                                                                        | \$0                                  |
| 8.(b) Other - Education and Training                                                                                           | \$0                                  |
| Occupancy                                                                                                                      | \$3,619                              |
| Audit and Legal                                                                                                                | \$0                                  |
| Telephone                                                                                                                      | \$658                                |
| Postage                                                                                                                        | \$200                                |
| Medical Transportation                                                                                                         | \$500                                |
| 9. Subrecipient Contracts                                                                                                      | \$0                                  |
| Total Direct Costs                                                                                                             | \$61,740                             |
| Total Indirect Costs                                                                                                           | \$6,175                              |
| <b>TOTAL</b>                                                                                                                   | <b>\$67,915</b>                      |

Contractor Initial:

## Exhibit C-3 Budget SFY26

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b> HIV/HCV Resource Center, Inc.                                                                 |                                                                                                     |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2025 to June 30, 2026                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$43,563                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$11,000                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$0                                                                                                 |
| 6. Travel                                                                                                             | \$1,000                                                                                             |
| 7. Software                                                                                                           | \$0                                                                                                 |
| 8. (a) Other - Marketing/ Communications                                                                              | \$0                                                                                                 |
| 8. (b) Other - Education and Training                                                                                 | \$0                                                                                                 |
| Occupancy                                                                                                             | \$3,619                                                                                             |
| Audit and Legal                                                                                                       | \$0                                                                                                 |
| Telephone                                                                                                             | \$658                                                                                               |
| Postage                                                                                                               | \$200                                                                                               |
| Medical Transportation                                                                                                | \$500                                                                                               |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| Total Direct Costs                                                                                                    | \$61,740                                                                                            |
| Total Indirect Costs                                                                                                  | \$6,175                                                                                             |
| <b>TOTAL</b>                                                                                                          | <b>\$67,915</b>                                                                                     |

Contractor Initial:

 DS  
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## Exhibit C-4 Budget SFY27

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b> HIV/HCV Resource Center, Inc.                                                                 |                                                                                                     |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2026 to June 30, 2027                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$45,269                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$11,000                                                                                            |
| 3. Consultants                                                                                                        | \$1,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$0                                                                                                 |
| 6. Travel                                                                                                             | \$1,000                                                                                             |
| 7. Software                                                                                                           | \$0                                                                                                 |
| 8. (a) Other - Marketing/ Communications                                                                              | \$0                                                                                                 |
| 8. (b) Other - Education and Training                                                                                 | \$0                                                                                                 |
| Occupancy                                                                                                             | \$1,913                                                                                             |
| Audit and Legal                                                                                                       | \$0                                                                                                 |
| Telephone                                                                                                             | \$658                                                                                               |
| Postage                                                                                                               | \$200                                                                                               |
| Medical Transportation                                                                                                | \$500                                                                                               |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| Total Direct Costs                                                                                                    | \$61,740                                                                                            |
| Total Indirect Costs                                                                                                  | \$6,175                                                                                             |
| <b>TOTAL</b>                                                                                                          | <b>\$67,915</b>                                                                                     |

Contractor Initial:

 DS  
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## Exhibit C-5 Budget SFY28

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b> HIV/HCV Resource Center, Inc.                                                                 |                                                                                                      |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV). |
| <b>Budget Period</b>                                                                                                  | July 1, 2027 to June 30, 2028                                                                        |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 0.1                                                                                                  |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                 |
| 1. Salary & Wages                                                                                                     | \$45,269                                                                                             |
| 2. Fringe Benefits                                                                                                    | \$11,000                                                                                             |
| 3. Consultants                                                                                                        | \$1,200                                                                                              |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                  |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                  |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                  |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                  |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                  |
| 5.(e) Supplies Office                                                                                                 | \$0                                                                                                  |
| 6. Travel                                                                                                             | \$1,000                                                                                              |
| 7. Software                                                                                                           | \$0                                                                                                  |
| 8. (a) Other - Marketing/ Communications                                                                              | \$0                                                                                                  |
| 8. (b) Other - Education and Training                                                                                 | \$0                                                                                                  |
| Occupancy                                                                                                             | \$1,913                                                                                              |
| Audit and Legal                                                                                                       | \$0                                                                                                  |
| Telephone                                                                                                             | \$658                                                                                                |
| Postage                                                                                                               | \$200                                                                                                |
| Medical Transportation                                                                                                | \$500                                                                                                |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                  |
| <b>Total Direct Costs</b>                                                                                             | <b>\$61,740</b>                                                                                      |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$6,175</b>                                                                                       |
| <b>TOTAL</b>                                                                                                          | <b>\$67,915</b>                                                                                      |

Contractor Initial:

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## Exhibit C-6 Budget SFY29

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | HIV/HCV Resource Center, Inc.                                                                       |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2028 to Oct 1, 2028                                                                         |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$11,754                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$2,500                                                                                             |
| 3. Consultants                                                                                                        | \$300                                                                                               |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | \$0                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies Office                                                                                                 | \$0                                                                                                 |
| 6. Travel                                                                                                             | \$150                                                                                               |
| 7. Software                                                                                                           | \$0                                                                                                 |
| 8. (a) Other - Marketing/ Communications                                                                              | \$0                                                                                                 |
| 8. (b) Other - Education and Training                                                                                 | \$0                                                                                                 |
| Occupancy                                                                                                             | \$350                                                                                               |
| Audit and Legal                                                                                                       | \$1                                                                                                 |
| Telephone                                                                                                             | \$150                                                                                               |
| Postage                                                                                                               | \$80                                                                                                |
| Medical Transportation                                                                                                | \$150                                                                                               |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| Total Direct Costs                                                                                                    | \$15,435                                                                                            |
| Total Indirect Costs                                                                                                  | \$1,543                                                                                             |
| <b>TOTAL</b>                                                                                                          | <b>\$16,978</b>                                                                                     |

Contractor Initial:

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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**A. Definitions**

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

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

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

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

Contractor Initials

DS  
LB

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials

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LB



**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

Contractor Initials

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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

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

**V. LOSS REPORTING**

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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## New Hampshire Department of Health and Human Services

### Exhibit D

#### DHHS Information Security Requirements

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods; timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

##### A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

##### DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## New Hampshire Department of Health and Human Services

## Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions.**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its ~~directors~~, 

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## New Hampshire Department of Health and Human Services

**Exhibit E**

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
  - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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.
  - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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## New Hampshire Department of Health and Human Services

**Exhibit E**

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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.
  - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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**

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause**

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

**(6) Miscellaneous**

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate ~~as~~ *KB*

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## New Hampshire Department of Health and Human Services

## Exhibit E

comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

DocuSigned by:

Iain Watt

07733031-8E98-4609-96C1-7A998B3DE183

Signature of Authorized Representative

Iain Watt

Name of Authorized Representative

Deputy Director - DPHS

Title of Authorized Representative

8/29/2023

Date

HIV/HCV Resource Center

Name of the Contractor

DocuSigned by:

Laura Byrne

3DEA1972295841E

Signature of Authorized Representative

Laura Byrne

Name of Authorized Representative

Executive Director

Title of Authorized Representative

8/28/2023

Date

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HIV/HCV RESOURCE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 06, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 149500

Certificate Number: 0006297144



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Sarah E. Lord, do hereby certify that:

I am the duly elected Chairperson of the Board of Directors of the HIV/HCV Resource Center.

Laura Byrne was elected Executive Director on October 12, 2013, with the authority to sign, negotiate and enter into contracts on behalf of the Agency. She has been authorized to enter into all contracts, including contracts with the State of New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate during the time she serves as Executive Director.

This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote.

8/21/23  
Date

Sarah Lord  
Board Chair of the HIV/HCV Resource Center



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
08/17/2023

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

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

|                                                                                         |  |                                                                                                                                                                                                        |  |                        |
|-----------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|
| <b>PRODUCER</b><br>The Hilb Group New England, LLC<br>PO Box 606<br>Keene NH 03431      |  | <b>CONTACT NAME:</b> Elizabeth Ravesi<br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> lravesi@hilbgroup.com                                                                                  |  | <b>FAX (A/C, No):</b>  |
| <b>INSURED</b><br>HIV/HCV Resource Center, Inc.<br>2 Blacksmith St.<br>Lebanon NH 03766 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Philadelphia Indemnity Insurance Co<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  | <b>NAIC #</b><br>18058 |

**COVERAGES**
**CERTIFICATE NUMBER:** CL2381705254

**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 INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                               |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y              |     | PHPK2496347   | 12/06/2022              | 12/06/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Crisis Management End \$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY        |                |     | PHPK2496347   | 12/06/2022              | 12/06/2023              | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$<br>Non-owned \$ 1,000,000                                                                                  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                       |                |     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>                                                                                                                                                           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                              | Y/N            | N/A |               |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                             |
| A        | Professional Liability                                                                                                                                                                                                                                                                              |                |     | PHPK2496347   | 12/06/2022              | 12/06/2023              | Each Incident \$1,000,000<br>Aggregate \$3,000,000                                                                                                                                                                                                                   |

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

State of New Hampshire, it's officers and employees, are additional insured as required by written contract on the noted General Liability Policy per form PI GLD HS.

**CERTIFICATE HOLDER**
**CANCELLATION**

State of New Hampshire, Department of  
Health and Human Services  
129 Pleasant Street  
Concord NH 03301-3857

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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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 08/17/2023

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

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

| <b>PRODUCER</b><br>HPM Insurance pka The Holt Agency<br>101 Ponemah Road, Suite 1<br><br>Amherst NH 03031 | <b>CONTACT NAME:</b> Kim Dowse<br><b>PHONE (A/C, No, Ext):</b> (603) 673-1201 <b>FAX (A/C, No):</b> (603) 673-4825<br><b>E-MAIL ADDRESS:</b> kdowse@hpminsurance.com                                                                                                                                                                                                                                                                                                           |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Hiv/Hcv Resource Center Inc.<br>2 Blacksmith Street<br><br>Lebanon NH 03766             | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Technology Ins Co</td> <td>42376</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Technology Ins Co | 42376 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Technology Ins Co                                                                              | 42376                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                              |       |            |  |            |  |            |  |            |  |            |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL2341838128      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                                                    |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                            | Y/N       | N/A      | TWC4153644    | 10/01/2022              | 10/01/2023              | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                               |

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

Worker's Compensation Insurance applies in these states: NH

|                                                                                                                                          |                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH Department of Health and Human Services<br>129 Pleasant Street<br><br>Concord NH 03301-3857 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## HIV/HCV Resource Center Mission Statement:

Our mission is "to support, assist and empower those whose lives are affected by HIV/AIDS and Hepatitis C to live fully and with dignity, and to stop the spread of these diseases through education, information and understanding."

HIV / HCV RESOURCE CENTER, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2020

HIV / HCV RESOURCE CENTER, INC.

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June 30, 2020

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
HIV/HCV Resource Center, Inc.

We have audited the accompanying financial statements of HIV/HCV Resource Center, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2020, 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.

### **Auditor's 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. Those standards required 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 auditor's 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 HIV/HCV Resource Center, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Barre, Vermont  
VT Registration No.: 92-0000340  
January 4, 2022

## HIV / HCV RESOURCE CENTER, INC.

## STATEMENT OF FINANCIAL POSITION

June 30, 2020

| ASSETS                                 |                   |
|----------------------------------------|-------------------|
| CURRENT ASSETS                         |                   |
| Cash and cash equivalents              | \$ 172,688        |
| Security deposit                       | 1,400             |
| Grants receivable (Note 4)             | 135,826           |
| Prepaid expenses                       | 3,521             |
| Total current assets                   | <u>313,435</u>    |
| PROPERTY AND EQUIPMENT (Notes 1 and 3) |                   |
| Equipment                              | 16,941            |
| Vehicles                               | 23,701            |
| Less accumulated depreciation          | <u>(16,887)</u>   |
| Total Property and Equipment           | <u>23,755</u>     |
| TOTAL ASSETS                           | <u>\$ 337,190</u> |
| LIABILITIES AND NET ASSETS             |                   |
| CURRENT LIABILITIES                    |                   |
| Accounts payable                       | \$ 326            |
| Accrued wages                          | 7,159             |
| Payroll taxes and other withholdings   | 548               |
| Deferred revenue (Note 5)              | 4,000             |
| Total current liabilities              | <u>12,033</u>     |
| NET ASSETS                             |                   |
| Net assets without donor restrictions  | 325,157           |
| Net assets with donor restrictions     | <u>-</u>          |
| TOTAL NET ASSETS                       | <u>325,157</u>    |
| TOTAL LIABILITIES AND NET ASSETS       | <u>\$ 337,190</u> |

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

## HIV / HCV RESOURCE CENTER, INC.

## STATEMENT OF ACTIVITIES

Year ended June 30, 2020

---

NET ASSETS WITHOUT DONOR RESTRICTIONS

## SUPPORT AND REVENUE

|                           |                |
|---------------------------|----------------|
| Grant income              | \$ 412,344     |
| Granite United Way        | 4,833          |
| Contributions             | 102,696        |
| Interest income           | 616            |
| In kind revenue           | 14,200         |
| Total Support and Revenue | <u>534,689</u> |

## EXPENSES

|                        |                |
|------------------------|----------------|
| Program services:      |                |
| Client Services        | 260,195        |
| Education              | 151,504        |
| Total Program Services | <u>411,699</u> |

## Support Services:

|                        |              |
|------------------------|--------------|
| Management and general | -            |
| Fundraising            | 8,035        |
| Total Support Services | <u>8,035</u> |

|                |                |
|----------------|----------------|
| Total expenses | <u>419,734</u> |
|----------------|----------------|

|                  |         |
|------------------|---------|
| CHANGE IN ASSETS | 114,955 |
|------------------|---------|

|                                                          |                |
|----------------------------------------------------------|----------------|
| NET ASSETS WITHOUT DONER RESTRICTIONS, beginning of year | <u>210,202</u> |
|----------------------------------------------------------|----------------|

|                                                    |                   |
|----------------------------------------------------|-------------------|
| NET ASSETS WITHOUT DONER RESTRICTIONS, end of year | <u>\$ 325,157</u> |
|----------------------------------------------------|-------------------|

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

## HIV / HCV RESOURCE CENTER, INC.

## STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2020

|                                          | Program Services |            |                        | Support Services       |             |            |
|------------------------------------------|------------------|------------|------------------------|------------------------|-------------|------------|
|                                          | Client Services  | Education  | Total Program Services | Management and General | Fundraising | Total      |
| Salaries and wages                       | \$ 126,556       | \$ 56,953  | \$ 183,509             | \$ 42,864              | \$ 5,170    | \$ 231,543 |
| Employee benefits                        | 14,764           | 6,021      | 20,785                 | 4,756                  | 508         | 26,049     |
| Payroll taxes                            | 9,730            | 4,376      | 14,106                 | 3,294                  | 397         | 17,797     |
| Rent                                     | 7,791            | 5,054      | 12,845                 | 2,731                  | 305         | 15,881     |
| Utilities                                | 2,097            | 948        | 3,045                  | 733                    | 31          | 3,809      |
| Phone and internet                       | 2,641            | 1,329      | 3,970                  | 713                    | 70          | 4,753      |
| Insurance – directors and officers       | 920              | 417        | 1,337                  | 322                    | 36          | 1,695      |
| Insurance – office and general liability | 1,807            | 785        | 2,592                  | 621                    | 69          | 3,282      |
| Training and staff development           | 65               | 105        | 170                    | 50                     | -           | 220        |
| Office supplies                          | 314              | 370        | 684                    | 498                    | 11          | 1,193      |
| Postage and shipping                     | 32               | 288        | 320                    | 50                     | -           | 370        |
| Computer expense                         | (39)             | 319        | 280                    | 1,949                  | 37          | 2,266      |
| Dues and subscriptions                   | 618              | 635        | 1,253                  | 320                    | 2           | 1,575      |
| Payroll processing fees                  | 1,727            | 771        | 2,498                  | 602                    | 63          | 3,163      |
| Miscellaneous                            | 668              | 116        | 784                    | 77                     | 16          | 877        |
| Professional fees and consultants        | 500              | 1,440      | 1,940                  | -                      | -           | 1,940      |
| Printing                                 | 43               | 2,867      | 2,910                  | 85                     | -           | 2,995      |
| Travel/Client transport                  | 3,474            | 5,902      | 9,376                  | 254                    | 1           | 9,631      |
| CM emergency assistance                  | 11,023           | -          | 11,023                 | -                      | -           | 11,023     |
| HOPWA emergency assistance               | 16,797           | 56         | 16,853                 | 47                     | -           | 16,900     |
| HIV/HCV Testing                          | -                | -          | -                      | -                      | -           | -          |
| Program materials and supplies           | (3,533)          | 42,556     | 39,023                 | -                      | -           | 39,023     |
| Substance misuse treatments              | 1,235            | -          | 1,235                  | -                      | -           | 1,235      |
| Client incentives                        | -                | 2,000      | 2,000                  | -                      | -           | 2,000      |
| Program camps and conferences            | -                | 375        | 375                    | -                      | -           | 375        |
| In kind expense                          | 14,200           | -          | 14,200                 | -                      | -           | 14,200     |
| Allocated expenses                       | 40,826           | 17,821     | 58,647                 | (59,966)               | 1,319       | -          |
| Depreciation expense                     | 5,939            | 0          | 5,939                  | 0                      | 0           | 5,939      |
| Total expenses                           | \$ 260,195       | \$ 151,504 | \$ 411,699             | \$ -                   | \$ 8,035    | \$ 419,734 |

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



## HIV / HCV RESOURCE CENTER, INC.

## STATEMENT OF CASH FLOWS

Year ended June 30, 2020

---

CASH FLOWS FROM OPERATING ACTIVITIES

|                                                                                                        |               |
|--------------------------------------------------------------------------------------------------------|---------------|
| Change in net assets                                                                                   | \$ 114,955    |
| Adjustments to reconcile change in nets assets to net cash provided or (used) by operating activities: |               |
| Depreciation expense                                                                                   | 5,939         |
| Accounts receivable and grants receivable                                                              | (91,174)      |
| Prepaid and deposits                                                                                   | (220)         |
| Accounts payable                                                                                       | (8,138)       |
| Accrued wages                                                                                          | 4,022         |
| Payroll taxes and withholdings                                                                         | 308           |
| Deferred revenue                                                                                       | 4,000         |
| Net cash provided or (used) by operating activities                                                    | <u>29,692</u> |

## CASH FLOWS FROM INVESTING ACTIVITIES

|                                                     |                 |
|-----------------------------------------------------|-----------------|
| Purchase of property and equipment                  | <u>(29,694)</u> |
| Net cash provided or (used) by investing activities | <u>(29,694)</u> |

## CASH FLOWS FROM FINANCING ACTIVITIES

|                                                     |          |
|-----------------------------------------------------|----------|
| Net cash provided or (used) by financing activities | <u>-</u> |
|-----------------------------------------------------|----------|

## NET INCREASE IN CASH AND CASH EQUIVALNETS

2

## CASH AND CASH EQUIVALENTS, BEGINNING

172,690

## CASH AND CASH EQUIVALENTS, ENDING

\$ 172,688

## SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION

|                                                            |           |
|------------------------------------------------------------|-----------|
| Cash paid during the year for interest                     | \$ -      |
| Cash paid during the year for income taxes                 | \$ -      |
| Non-cash transactions: In-Kind income and expense (Note 1) | \$ 14,200 |

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

## HIV / HCV RESOURCE CENTER, INC.

## NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

---

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Nature of Organization:

The HIV / HCV Resource Center works to support people whose lives are affected by HIV/AIDS and Hepatitis C to live fully and with dignity, while halting the spread of these diseases through education, information and understanding. The agency's three major service areas include: HIV medical case management, HIV and Hepatitis C prevention education, and HIV and Hepatitis C testing. All services are free of charge and available to residents of Grafton, Sullivan, Coos counties in New Hampshire and Windsor and Orange counties in Vermont.

The agency offers their case management clients transportation to medical and counseling appointments, nutritious food from their food bank, and financial assistance for housing, heat, utilities, food, clothing and medical needs. Educators offer risk reduction education through talks at community centers, schools and drug treatment programs. The organization's targeted testing and syringe exchange programs reach individuals at the greatest risk of acquiring HIV and Hepatitis C, and link those who have tested positive to medical care providers.

The summary of significant accounting policies of HIV / HCV Resource Center, Inc. is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of HIV / HCV Resource Center, Inc.'s management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Change in Accounting Principle:

On August 18, 2016, the FAS issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, which is effective for this fiscal year. The Organization has adjusted the presentation of its financial statements accordingly. The new standards change the following aspects of the financial statements:

- The unrestricted net assets class has been renamed *net assets without donor restrictions*.
- The temporarily restricted and permanently restricted net assets have been renamed *net assets with donor restrictions*.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 9).

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

---

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Basis of Accounting:

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Basis of Presentation:

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 of payment of cash. Contributions are reported in accordance with FASB *ASC Accounting for Contributions Received and Contributions Made*.

Functional Allocation of Expenses:

HIV / HCV Resource Center, Inc. reports its expenses on a functional basis, showing basic program activities and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Other expenses that are common to multiple functions are allocated by various bases.

Cash Equivalents:

All bank accounts with maturity dates of less than three months are considered cash equivalents.

Equipment and Depreciation:

Equipment is recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of equipment are recorded as unrestricted support. The Organization depreciates assets over a 5-39 year useful life using the straight-line method. Depreciation expense was \$5,939 for the year ended June 30, 2020.

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

---

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Support and Revenue:

HIV / HCV Resource Center, Inc. receives support primarily through grants from the Federal Government, the State of Vermont, and the State of New Hampshire.

Use of Estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Donated Materials and Services

It is the intent of HIV / HCV Resource Center, Inc. to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2020 the NH Food Bank and Willing Hands donated food in the amount of \$9,000 and the organization received help from Dartmouth medical students in the amount of \$3,200 and bicycles in the amount of \$2,000 for a total of \$14,200 in donated items and services.

Contributions and Net Assets

HIV/ HCV Resource Center, Inc. contributions received are recorded as with or without donor restrictions depending upon the existence or nature of donor restriction.

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions depending upon the nature of the restrictions. When the restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

HIV/ HCV Resource Center, Inc. reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

---

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Net assets with donor restrictions* are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity.

*Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions.

The Organization does not have any net assets with donor restrictions at June 30, 2020.

Advertising:

The Organization expenses the costs of advertising as incurred. Advertising expense was \$362 for the year ended June 30, 2020.

Income Tax Status:

The Organization is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. However, any income from activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business taxable income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170 (b) (1) (A) of the Code.

**Note 2. COMMITMENTS AND CONTINGENCIES**

The Organization receives a substantial amount of its support from government agencies. A significant reduction in level of this support, if this were to occur, may have an effect on the Organization's programs and activities. Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. Although the return of funds is a possibility, the board of directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

## HIV / HCV RESOURCE CENTER, INC.

## NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

**Note 3. PROPERTY AND EQUIPMENT**

At June 30, 2020, the costs and related accumulated depreciation of property and equipment consisted of the following:

|               | <u>Cost</u>      | <u>Accumulated<br/>Depreciation</u> | <u>Net</u>       |
|---------------|------------------|-------------------------------------|------------------|
| Equipment     | \$ 16,941        | \$ 12,147                           | \$ 4,794         |
| Vehicles      | <u>23,701</u>    | <u>4,740</u>                        | <u>18,961</u>    |
| Total 6/30/20 | <u>\$ 40,642</u> | <u>\$ 16,887</u>                    | <u>\$ 23,755</u> |

Depreciation expense for the year ended June 30, 2020 was \$5,939..

**Note 4. GRANTS RECEIVABLE**

Grants receivable represent grants which the Organization will receive within one year. Due to their current nature, no allowance is deemed necessary. At year end grants receivable were the following:

|                         |                   |
|-------------------------|-------------------|
| NH Harm Reduction       | \$ 59,095         |
| NH Case Management      | 19,465            |
| VT HOPWA                | 5,856             |
| Grafton County          | 5,000             |
| VT SEP                  | <u>46,410</u>     |
| Total Grants Receivable | <u>\$ 135,826</u> |

**Note 5. DEFERRED REVENUE**

Deferred revenue is the result of cash receipts from grants, contributions and other income which has been received but not spent by year end. Revenue is recognized only to the extent that related expenses have been incurred. At year end the balance in deferred revenue was \$4,000.

**Note 6. LEASES**

HIV / HCV Resource Center, Inc. leases its office space in Lebanon, New Hampshire. The 5 year lease was signed March 23, 2016 and the lease payment was \$1,114.46 per month for the first year with a 2% yearly increase for years 2 through 5. The current lease payment is \$1,206.33 per month.

HIV / HCV RESOURCE CENTER, INC.  
NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2020

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**Note 7. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through January 4, 2022, the date which the financial statements were available for issue. Management is not aware of any subsequent events which require disclosure.

**Note 8. ACCOUNTING STANDARD FOR TAX BENEFITS**

In accordance with ASC 740, Income taxes, the Organization must record the tax benefit associated with tax deductions taken for tax return purposes when it is more likely than not the position will not be sustained. This standard had no impact on the Organization's financial statements for the year ending June 30, 2020. The Organization does not believe there are any material uncertain tax positions and, accordingly, it has not recognized any liability for unrecognized tax benefits. For the year ended June 30, 2020, there were no interest or penalties recorded or included in the financial statement.

**Note 9. LIQUIDITY**

The Organization has the following financial assets available within one year of the statement of the financial position to meet cash needs for general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position.

|                   |                   |
|-------------------|-------------------|
| Cash              | \$ 172,688        |
| Grants receivable | <u>135,826</u>    |
| Total             | <u>\$ 308,514</u> |

## **HIV/HCV Resource Center 2023 Board of Directors**

### **Sarah E. Lord, Ph.D., Chair**

Director, Dissemination & Implementation Core,  
Center for Technology & Behavioral Health  
Director, Center for Supported Employment Technology  
Dartmouth Psychiatric Research Center  
Assistant Professor of Psychiatry  
Geisel School of Medicine at Dartmouth College

[REDACTED]

### **David de Gijzel, M.D., Treasurer**

Instructor in Medicine  
Fellow in Infectious Disease  
Resident in Leadership and Preventative Medicine  
Geisel School of Medicine at Dartmouth

[REDACTED]

### **John Morris, Secretary**

Retired Pastor

[REDACTED]

### **Elizabeth Eccles, R.N., M.S.**

Retired Clinical Nurse Specialist in Infectious Disease  
Dartmouth-Hitchcock Medical Center

[REDACTED]

### **John Sanders, M.D.**

Active Emeritus Professor of Surgery  
Volunteer Physician at Good Neighbor Health Clinic

[REDACTED]

### **Richard Waddell, D.Sc., M.Sc.**

Retired Associate Professor of Medicine  
Associate Director, DarDar International Programs

[REDACTED]



## RESUME EXECUTIVE DIRECTOR

Laura Byrne

### PROFESSIONAL EXPERIENCE:

#### Executive Director: HIV/HCV Resource Center (2013- present)

Responsible for program management, fundraising/development, financial management, agency administration and personnel management as well as education, networking and advocacy for this non-profit AIDS Service Organization in Lebanon, N.H.

#### Prevention and Education Director: HIV/HCV Resource Center (2010-present)

Responsible for implementing HIV prevention education programs and expanding and managing the agency's syringe service and overdose prevention programs.

#### Deputy Director: Village Health Works (2006-2009)

Maintained relationships with donors, coordinated the efforts of volunteers in several countries, and wrote grant proposals for a non-profit organization that built and operates a health clinic in Burundi, Africa.

#### Business Manager: Harp and Co. Graphic Design

Managed a small graphic design firm (2005-2009) and a commercial photography studio (2005-2007). Responsibilities included Photo Shop design, printing press production oversight, color matching, client communication and bookkeeping.

### EDUCATION:

- 1991 Diplôme d'Etudes Françaises, Université des Sciences Humaines de Strasbourg, France
- 1988 M.A., Boston University, Department of Anthropology
- 1981 B.A., Colby College, English major and Biology minor

### LANGUAGES:

French: advanced reading, writing, speaking  
Indonesian (Bahasa Indonesia): working capability

### MEMBERSHIP AND AFFILIATIONS:

Board Member: Stepping Stone and Next Step Peer Support & Crisis Respite Centers  
Board Member: Interplay Jazz and Arts  
Finance Committee ("Money Plan-It"): Faerie Camp Destiny  
Steering Committee: HepFree NNE Elimination Plan  
Community Advisory Board Member: Center for Advancing Rural Health Equity  
Member, Vermont Department of Health Comprehensive Syringe Service Program Working Group  
Member, Vermont HIV Community Advisory Group  
Member, New Hampshire HIV Planning Group  
Member, Advisory Committee: "Early and Lasting Connections: Enhancing maternity care through telehealth for rural women with substance use disorders project" (DH)  
Member, Advisory Committee: "Weaving the Safety Net: Enhancing systems of care for rural pregnant and parenting people with SUD," (DH)  
Local Maternal Safety Workgroup Member: Alliance for Innovation on Maternal Health Community Care Initiative.

## RESUME NH CASE MANAGER

Wanda Knudsen

### PROFESSIONAL EXPERIENCE:

#### **NH Medical Case Manager (10/2010 to Present)**

HIV/HCV Resource Center, Lebanon, NH

Provides Support Services, Medical Case Management and Non-Medical Case Management for individuals living with HIV. Collaborates with Dartmouth-Hitchcock Medical Center to give quality care to current clients, engage new clients in care, and re-engage clients who have fallen out of care; transports clients to medical appointments and to pick up medications; delivers food to clients, assists them in getting connected with social service and state/federal agencies; offers advocacy; phone support for clients in crisis; problem-solves with clients to help them figure out how to get their needs met; keeps detailed records; reports quarterly to the NH CARE Program on clients seen, issues, demographics; reports semi-annually to the NH HOPWA Program on clients served through HOPWA funding and clients served through other funding streams.

#### **Licensed Alcohol and Drug Counselor (2/12 to 6/12)**

Kime Associates, Inc., Springfield, VT

Substance abuse counseling: performed client screenings and assessments, wrote treatment plans, collaborated with referring agencies. Supervised by a licensed alcohol, drug, and mental health counselor.

#### **Certified Apprentice Substance Abuse Counselor (9/08 to 12/11)**

Kime Associates, Inc., Springfield, VT

Substance abuse counseling: performed client screenings and assessments, wrote treatment plans, collaborated with referring agencies. Supervised by a licensed alcohol, drug, and mental health counselor.

#### **Diversion and Alcohol Safety Program Case Manager (8/01 to 8/08)**

Valley Court Diversion Programs, White River Junction, VT

Screened clients in court and explained the Diversion process; scheduled Community Board hearings; prepared paperwork for hearings by summarizing police reports and contacting crime victims and police for their input into the cases; facilitated Board hearings; prepared contracts for clients; oversaw contract compliance; volunteer retention; volunteer trainings; kept records of all interactions involving clients; explained legal and organizational requirements for the Alcohol Safety

Program and assembled appropriate paperwork; screened people prior to coming to the class; Certified apprentice-level substance abuse counselor.

**Shelter Manager (4/93 to 8/01)**

Headrest, Lebanon, NH

Managed 8-bed shelter serving clients with substance use, mental health, dual-diagnosis, and general and chronic homelessness issues; case management services; assisted clients in identifying needs and how to address them; formed and monitored case plans; case histories including short and long-term goals with clients; crisis counseling; drug testing; worked with clients to successfully reintegrate them into the community; client advocacy; supervised five part-time employees; collaborated with other programs within the agency; networked with other social service agencies; kept records; reported to various funding sources; statistics; assisted in grant writing; on-call rotation with other clinical staff.

**Interim Hotline Manager (8/00 to 8/01)**

Headrest, Lebanon, NH

Scheduled hotline shifts to provide 24-hour coverage; reviewed paperwork from phone calls and debriefed difficult calls with hotline workers.

**Crisis Counselor (12/91 to 4/93)**

Headrest, Lebanon, NH

Crisis counseling with hotline and walk-in clients – active listening/problem solving, drug, alcohol and other addictions, suicide, domestic violence, child abuse, mental health issues, and homelessness; information and referral; assisted in training hotline volunteers; worked in shelter – crisis counseling and support for lodgers; began learning case management skills to assist lodgers.

**EDUCATION:**

**Springfield College**

St. Johnsbury, VT

Graduate: Bachelor of Science in Human Services

2012: Master of Science in Human Services with a focus on mental health counseling

2012: Licensed Alcohol and Drug Counselor

HIV/HCV Resource Center  
Key Personnel  
SFY24 October 1, 2023 - June 30, 2024

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$31,440                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |

HIV/HCV Resource Center  
Key Personnel  
SFY25 July 1, 2024 through June 30, 2025

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$43,563                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |

HIV/HCV Resource Center  
Key Personnel  
SFY26 July 1, 2025 through June 30, 2026

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$43,563                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |

HIV/HCV Resource Center  
Key Personnel  
SFY27 July 1, 2026 through June 30, 2027

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$45,269                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |

HIV/HCV Resource Center  
Key Personnel  
SFY28 July 1, 2027 through June 30, 2028

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$45,269                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |



HIV/HCV Resource Center  
Key Personnel  
SFY29 July 1, 2028 through October 1, 2028

| Name          | Job Title          | Salary Amount Paid<br>from this Contract |
|---------------|--------------------|------------------------------------------|
| Wanda Knudsen | NH Case Manager    | \$11,754                                 |
| Laura Byrne   | Executive Director | 0                                        |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |
|               |                    |                                          |

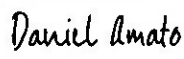
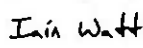
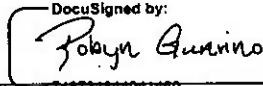
Subject: RFA-2024-DPHS-05-CASEM-01

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

|                                                                                                                                                                                                |                                                               |                                                                                   |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services                                                                                                                 |                                                               | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857         |                                     |
| 1.3 Contractor Name<br>Merrimack Valley Assistance Program, Inc.                                                                                                                               |                                                               | 1.4 Contractor Address<br>170 Lowell Street<br>Manchester, NH 03104               |                                     |
| 1.5 Contractor Phone Number<br>603-623-0710                                                                                                                                                    | 1.6 Account Unit and Class<br>05-95-90-902510-2229-102-500731 | 1.7 Completion Date<br>September 30, 2028                                         | 1.8 Price Limitation<br>\$2,001,947 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director                                                                                                                          |                                                               | 1.10 State Agency Telephone Number<br>(603) 271-9631                              |                                     |
| 1.11 Contractor Signature<br>DocuSigned by:<br><br>Date: 8/28/2023                                           |                                                               | 1.12 Name and Title of Contractor Signatory<br>Daniel Amato Executive Director    |                                     |
| 1.13 State Agency Signature<br>DocuSigned by:<br><br>Date: 8/29/2023                                        |                                                               | 1.14 Name and Title of State Agency Signatory<br>Iain Watt Deputy Director - DPHS |                                     |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                 |                                                               |                                                                                   |                                     |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 8/30/2023 |                                                               |                                                                                   |                                     |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____                                                                          |                                                               |                                                                                   |                                     |

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation; or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage, form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**Revisions to Standard Agreement Provisions**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023, upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must provide case management services Medical Case Management (MCM), Non-Medical Case Management (NMCM) and Human Immunodeficiency Virus (HIV) Support Services to individuals living with HIV and receiving services through the New Hampshire Ryan White Comprehensive AIDS Resource Emergency (NH CARE) Program, services include, but are not limited to:
  - 1.1.1. Enrollment in the New Hampshire Ryan White CARE Program.
  - 1.1.2. A comprehensive assessment of client needs.
  - 1.1.3. The development of an individual client centered service plan.
  - 1.1.4. Documented communication with medical providers to ensure that clients remain engaged in medical care.
- 1.2. The Contractors must assist eligible clients with enrolling and re-enrolling in the NH CARE Program, as well as provide case management and support services to clients.
- 1.3. The Contractor must ensure services are available in Region 1 that include but are not limited to:
  - 1.3.1. Belknap County (all cities and towns)
  - 1.3.2. Carroll County (all cities and towns)
  - 1.3.3. Eastern Coos County: Pittsburgh, Wentworth, Errol, Cambridge, Berlin, Gorham, Shelburne, Bean's Purchase, Second College Grant, Dix's Grant, Greens Grant, Martin's Location, Pinkham's Grant, Success, Sargent's Purchase, Bean's Grant, and Cutt's Grant.
  - 1.3.4. Eastern Grafton County: Franconia, Lincoln, Woodstock, Ellsworth, Thornton, Waterville Valley, Campton, Rumney, Groton, Plymouth, Ashland, Holderness, Bridgewater, Hebron, Alexandria, Bristol, Livermore.
  - 1.3.5. Merrimack County (all cities and towns)
  - 1.3.6. Northern Hillsborough County: Manchester, Hillsboro, Windsor, Antrim, Deering, Weare, Bennington, Frankestown, New Boston, Bedford, Goffstown.
- 1.4. The Contractor must adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:

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- 1.4.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HSRA), HIV/AIDS Bureau (HAB).
- 1.4.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at: **Ryan White HIV/AIDS Program (RWHAP) (hrsa.gov)**
- 1.5. The Contractor must maintain compliance with current policies and procedures set forth by HRSA and the Department. HRSA policies can be viewed online at: **Policy Notices | Ryan White HIV/AIDS Program (hrsa.gov)**
- 1.6. The Contractor must enroll individuals to the NH Ryan White CARE Program via the CAREware system. The Contractor must:
  - 1.6.1. Assist individuals with completing the initial NH Care Program application.
  - 1.6.2. Assist individuals with completing the NH Care Program application for re-enrollment every six (6) months.
  - 1.6.3. Submit completed NH Care Program applications to the Department, via the CAREware system, as completed by individuals every six (6) months.
- 1.7. The Contractor must ensure the proper security when using the CAREWare system and accessing electronic records, as defined by the Department's Division of Public Health Services (DPHS), Bureau of Infectious Disease Control's (BIDC) Security and Confidentiality Policy.
- 1.8. The Contractor must ensure all CARE Program applications are completed and include, but are not limited to:
  - 1.8.1. Documented medical diagnosis of HIV.
  - 1.8.2. Documented proof of address, residency in the State of NH.
  - 1.8.3. Annual gross household income equal to or less than 500% of the Federal Poverty Level (FPL).
  - 1.8.4. Annual proof and date of a NH Medicaid application having been filed if the household income is at or below 200% of the FPL.
  - 1.8.5. Completed Patient Medical Information (PMI) form, as provided by the NH CARE Program.
  - 1.8.6. Documentation of screening individuals for eligibility of Medicaid, Medicare, third-party insurance, Federal Health Insurance Marketplace, other insurance programs, Veterans Affairs benefit programs, and other funding sources.



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1.9. The Contractor must ensure individuals who are enrolled in, or are receiving contracted services are not incarcerated in a state or federal correctional or prison system. The Contractor must notify the Department if an individual becomes incarcerated after submittal of an application or after eligibility is approved.

1.9.1. The Contractor must ensure eligibility status is retained for individuals who are incarcerated in a NH County Department of Corrections system and enrolled or receiving contracted services.

1.9.2. The Contractor must provide services in accordance with the Universal and Service-Specific Standards of Care for NH HIV/AIDS services which is posted on the Department's website: **NH Ryan White CARE Service Providers | New Hampshire Department of Health and Human Services**

**1.10. Medical Case Management Services**

1.10.1. The Contractor must provide Medical Case Management (MCM) Services, which focuses on improving health outcomes for individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for NH HIV/AIDS services.

1.10.2. The Contractor must deliver MCM in accordance with the HIV care continuum through integrated services, which may include but are not limited to:

1.10.2.1. Providing client advocacy and facilitating client-centered information decision-making.

1.10.2.2. Completing an initial assessment of need and development of a comprehensive, individualized care plan, in consultation with the client that reflects the client's preferences and treatment goals. Individualized care plans may include but are not limited to:

1.10.2.2.1. Comprehensive care, including physical and mental health care needssuch as prevention and wellness, oral health, acute care, mental health treatment, rehabilitation, and chronic care.

1.10.2.2.2. Assessments that include use the Department's screening tools.

1.10.2.2.3. Documentation of care plan reevaluation every 6 months at a minimum.

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- 1.10.2.3. Coordinating access to medically appropriate levels of health and community support services.
- 1.10.2.4. Ensuring continuity of care through accurate and timely communication of care plans across primary and specialty providers involved with client medical, behavioral health, and support care.
- 1.10.2.5. Conducting continuous assessments of client needs for support, including but not limited to personal support systems.
- 1.10.2.6. Conducting routing follow-ups that focus on client relationship-building and care plan revisions as needs evolve over time, including, but not limited to:
  - 1.10.2.6.1. Various case management encounters which may include:
    - 1.10.2.6.1.1. Face-to-face meeting.
    - 1.10.2.6.1.2. Telephone contact.
    - 1.10.2.6.1.3. Other forms of communication and outreach.
- 1.10.2.7. Health promotion and health education.
- 1.10.2.8. Treatment adherence counseling to promote functional independence, maintain health, ensure readiness for and adherence to complex HIV treatments.
- 1.10.2.9. Reviewing services utilization to assist individuals overcoming healthcare systemic barriers, improving quality and safety of individuals receiving services, and reducing duplication of services.
- 1.10.2.10. Assisting individuals with accessing public and private programs for which they may be eligible, which may include but are not limited to:
  - 1.10.2.10.1. Medicaid.
  - 1.10.2.10.2. Children's Health Insurance Program (CHIP).
  - 1.10.2.10.3. Medicare Savings Programs.
  - 1.10.2.10.4. Pharmaceutical Manufacturer's Patient Assistance Programs.
  - 1.10.2.10.5. Department of Labor-funded services.

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- 1.10.2.10.6. Department of Education-funded services.
- 1.10.2.10.7. Other state or local health care and supportive services.
- 1.10.2.10.8. Private health care plans.
- 1.10.2.10.9. Public marketplace.
- 1.10.2.10.10. Dental plans.
- 1.10.3. The Contractor must ensure contracted services are provided by a Medical Case Manager who meets a minimum of one (1) of the following criteria:
  - 1.10.3.1. An individual licensed as a health or social service professional in the State of New Hampshire; or
  - 1.10.3.2. An individual under the direct supervision of a New Hampshire licensed health or social service professional, with experience in the medical or human services field, such as nursing, social work, psychology, counseling, or health education in accordance with the following criteria:
    - 1.10.3.2.1. Bachelor's degree with two (2) years of experience; or
    - 1.10.3.2.2. Associate's degree with three (3) years of experience; or
    - 1.10.3.2.3. High school diploma or General Education development with five (5) years of experience.
- 1.10.4. The Contractor must implement policies and procedures that ensure:
  - 1.10.4.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.10.4.2. The ability to complete required documentation and data entry, and to ensure confidentiality of data.
- 1.10.5. The Contractor must ensure MCM services are provided by trained professionals, including individuals who are medically credentialed and other allied health care staff ensuring:
  - 1.10.5.1. Work experience includes subject matter expertise that reflects requisite experience, education, and/or training

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consistent with the scope of the role as stated in Section 2.1.8.2.

1.10.5.2. Preferred experience may include, but is not limited to previous counseling, and/or direct provision of services, related to:

1.10.5.2.1. HIV disease and treatment.

1.10.5.2.2. Adherence counseling.

1.10.5.2.3. Care Coordination.

1.10.5.2.4. Health coaching.

1.10.5.2.5. HIV disease process.

1.10.5.2.6. Oral health.

1.10.5.2.7. Risk reduction.

1.10.5.2.8. Prevention strategies.

1.10.5.2.9. Harm reduction.

1.10.5.2.10. Substance abuse treatment.

1.10.5.2.11. Nutrition.

1.10.5.2.12. Polypharmacy.

1.10.5.2.13. Chronic disease management.

1.10.5.2.14. End-of-life.

1.10.5.2.15. Health promotion.

**1.11. Non-Medical Care Management Services**

1.11.1. The Contractor must provide Non-Medical Case Management (NMCM) Services, which are a range of client-centered services that improve access to and retention of needed core medical and support services.

1.11.2. The Contractor must ensure NMCM Services include, but are not limited to:

1.11.2.1. Completing an initial assessment of service needs for each individual in accordance with the Standards of Care for NH HIV/AIDS Services, [care-stds-of-care.pdf \(nh.gov\)](#)

1.11.2.2. Completing an assessment of the individual's behavioral health needs using the Department's

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behavioral health screening tool, in accordance with the Standards of Care for NH HIV/AIDS Services.

1.11.2.3. Developing individualized comprehensive care plans that include, but are not limited to:

1.11.2.3.1. Goals, as identified by the individuals served.

1.11.2.3.2. HIV support services needed.

1.11.2.3.3. Action steps to be taken in order to achieve goals.

1.11.2.3.4. Specific date by which the individual plans to achieve identified goals.

1.11.2.4. Coordinating, guiding, and assisting with access to:

1.11.2.4.1. Timely medically appropriate levels of health and support services and continuity of care.

1.11.2.4.2. Social services.

1.11.2.4.3. Community services.

1.11.2.4.4. Legal services.

1.11.2.4.5. Financial services.

1.11.2.4.6. Employment services.

1.11.2.4.7. Public and private programs for which individuals may be eligible, which may include, but are not limited to:

1.11.2.4.7.1. Medicaid.

1.11.2.4.7.2. Children's Health Insurance Program (CHIP).

1.11.2.4.7.3. Medicare Part D.

1.11.2.4.7.4. Pharmaceutical Manufacturer's Patient Assistance Program.

1.11.2.4.8. Department of Labor-funded services.

1.11.2.4.9. Department of Education-funded services.

1.11.2.4.10. Other state or local health care and supportive services.

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- 1.11.2.4.11. Private health care plans.
- 1.11.2.4.12. Vocational services.
- 1.11.2.4.13. Other necessary services.
- 1.11.2.5. Advocating or reviewing utilization of service that is client-specific.
- 1.11.2.6. Re-evaluating care plans every six (6) months to ensure care plans are updated as appropriate.
- 1.11.3. The Contractor must ensure continuity of services among all client providers in accordance with Health Resources and Administration and the Clinical Guidelines for the Treatment of HIV/AIDS.
- 1.11.4. The Contractor must provide NMCM services using forms of communication that may include, but are not limited to:
  - 1.11.4.1. Face-to-face.
  - 1.11.4.2. Phone contact.
  - 1.11.4.3. Other forms of communication including but not limited to email and regular mail as appropriate.
- 1.11.5. The Contractor must ensure services are provided by a case manager whose job duties must include, but are not limited to:
  - 1.11.5.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
  - 1.11.5.2. The ability to complete documentation required.
- 1.11.6. The Contractor must ensure the case manager has one of the following:
  - 1.11.6.1. Bachelor's degree with two years of relevant experience; or
  - 1.11.6.2. Associate's degree with three years of relevant experience; or
  - 1.11.6.3. High school diploma or General Educational Development with five years of relevant experience.

**1.12. HIV Support Services**

- 1.12.1. The Contractor must coordinate the provision of HIV Support services to eligible individuals in accordance with the Standards of Care for NH HIV/AIDS Services which include:
  - 1.12.1.1. Food Bank/home delivered meals;

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- 1.12.1.2. Housing;
- 1.12.1.3. Linguistic services; and
- 1.12.1.4. Medical transportation.
- 1.12.2. The Contractor must ensure Food Bank services and home delivered meal services are provided in accordance with Human Resources Services Administration (HRSA), which includes:
  - 1.12.2.1. Providing food items;
  - 1.12.2.2. Providing hot meals;
  - 1.12.2.3. Implementing a voucher program to purchase food items;
  - 1.12.2.4. Providing essential non-food items that include, but are not limited to:
    - 1.12.2.4.1. Personal hygiene products.
    - 1.12.2.4.2. Household cleaning supplies.
    - 1.12.2.4.3. Water filtration or purification systems in communities where water safety issues exist.
- 1.12.3. The contractor must coordinate housing services, which include, but are not limited to:
  - 1.12.3.1. Transitional, short-term, or emergency housing assistance that enables an individual or family to gain or maintain outpatient or ambulatory health services and treatment.
  - 1.12.3.2. Development of individualized housing plans to guide individuals to permanent housing, ensuring updates are completed on an annual basis.
  - 1.12.3.3. Housing referral services that include, but are not limited to:
    - 1.12.3.3.1. Providing transitional, short-term, or emergency housing assistance.
    - 1.12.3.3.2. Developing individualized housing plans to guide client linkages to permanent housing and ensuring plans are updated annually.

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- 1.12.3.3.3. Providing housing referral services that include, but are not limited to:
  - 1.12.3.3.3.1. Client needs assessment.
  - 1.12.3.3.3.2. Housing searches based on clients' needs assessments.
  - 1.12.3.3.3.3. Housing advocacy services on behalf of the eligible client.
  - 1.12.3.3.3.4. Paying fees associated with housing services.
- 1.12.4. The Contractor must provide non-emergency medical transportation that enables an eligible client to access or be retained in core medical support services. The Contractor may:
  - 1.12.4.1. Enter into contracts with providers of transportation services.
  - 1.12.4.2. Provide mileage reimbursement, through a non-cash system, that enables clients to travel to necessary medical appointments or other support services, in accordance with the rates established by the Federal Joint Travel Regulations.
  - 1.12.4.3. Organize and use volunteer drivers.
  - 1.12.4.4. Establish a voucher or token system.

**1.13. Staffing**

- 1.13.1. The Contractor must notify the NH Care Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

**1.14. Reporting**

- 1.14.1. The Contractor must submit a detailed description of the language assistance services they will provide to Limited English Proficiency (LEP persons) to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.
- 1.14.2. The Contractor must submit quarterly narrative reports that reflect funded program services in accordance with the AIDS Service Organization Quarterly Report, Appendix H, fifteen (15) business days after the close of each quarter.

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- 1.14.3. The Contractor must submit a year-end report no later than forty-five (45) days after the end of the contract year in a format similar to the quarterly reports.
- 1.14.4. The Contractor must submit a Continuity of Operations Plan (COOP) to ensure timely continued MCM, NMCM or HIV support services, as applicable, within forty-five (45) days of the contract effective date.
- 1.14.5. The Contractor must submit an initial and yearly updated Quality Management plan to the NH Care Program that addresses the following:
  - 1.14.5.1. Quality statement.
  - 1.14.5.2. Quality improvement infrastructure.
  - 1.14.5.3. Priorities.
  - 1.14.5.4. Performance measurement.
  - 1.14.5.5. Quality improvement activities.
  - 1.14.5.6. Action plan with a timeline and responsible parties.
  - 1.14.5.7. Engagement of stakeholders.
  - 1.14.5.8. Evaluation.
- 1.14.6. The Contractor must participate an annual site visit conducted by the Department, in accordance with the NH CARE Program Annual Monitoring Site Visit Process – NH Ryan White Part B which is posted on the Department's website:  
  
<https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>
- 1.14.7. The Contractor must participate, in an orientation site visit with the Department, within six (6) months of Governor and Council approval, during which the Contractor must provide the Department with an overview of roles and responsibilities for the contract. of the Department may review the following on the orientation site visit, which includes but is not limited to:
  - 1.14.7.1. Monitoring tools,
  - 1.14.7.2. The Program,
  - 1.14.7.3. Fiscal, and
  - 1.14.7.4. Service delivery requirements.

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- 1.14.8. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

**1.15. Training**

- 1.15.1. The Contractor must ensure all staff participate in quarterly NH CARE Program sponsored training and technical assistance events.

**1.16. Performance Measures**

- 1.16.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

**1.16.1.1. Performance Measure #1**

- 1.16.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services.
- 1.16.1.1.2. Target: Chart reviews result in zero (0) citations for assessment and service planning standards.
- 1.16.1.1.3. Numerator: Number of charts reviewed at site visits that produce zero (0) citations for assessment and service planning.
- 1.16.1.1.4. Denominator: Number of charts reviewed at site visits.
- 1.16.1.1.5. Data Source: Site visit reports.

**1.16.1.2. Performance Measure #2**

- 1.16.1.2.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.
- 1.16.1.2.2. Citations for assessment and service planning will have a corrective action plan developed and approved by the NH care Program within thirty (30) days of receipt of site visit report.
- 1.16.1.2.3. Numerator: Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.

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1.16.1.2.4. Denominator: Number of citations for assessment and service planning.

1.16.1.2.5. Data Source: Site visit report and corrective action plan.

**1.16.1.3. Performance Measure #3**

1.16.1.3.1. Goal: To integrate clinical quality management into NH HIV/AIDS services.

1.16.1.3.2. Medical case management agencies must develop a quality statement for integration into a quality management plan.

1.16.1.3.3. Numerator: Number of quality statements.

1.16.1.3.4. Denominator: Number of medical case management agencies.

1.16.1.3.5. Data Source: Quality management plan submission and approval dates.

**1.17. Background Checks**

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.18. Confidential Data**

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

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1.18.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.19. Privacy Impact Assessment**

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.19.1.1. How PII is gathered and stored;
- 1.19.1.2. Who will have access to PII;
- 1.19.1.3. How PII will be used in the system;
- 1.19.1.4. How individual consent will be achieved and revoked; and
- 1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.20. Department Owned Devices, Systems and Network Usage**

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures

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and guidelines, and complete applicable trainings as required;

- 1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.20.1.9. Agree when utilizing the Department's email system:
  - 1.20.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
  - 1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

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1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees

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to notify the Department's Information Security Office or designee immediately.

**1.20.2. Workspace Requirement**

- 1.20.2.1.** If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**1.21. Contract End-of-Life Transition Services**

**1.21.1. General Requirements**

- 1.21.1.1.** If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.21.1.2.** The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.21.1.3.** If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory

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document, once transition of Department Data is complete.

1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.21.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.21.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

**1.21.2. Completion of Transition Services**

1.21.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

**1.21.3. Disagreement over Transition Services Results**

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process.

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The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**1.21.4. State of New Hampshire's Website Copyright**

1.21.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**2. Exhibits Incorporated**

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

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have speech challenges.

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

- 3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in

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conformance with local building and zoning codes, by-laws and regulations.

**3.5. Eligibility Determinations**

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.
  - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department

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retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Pharmaceutical Rebates).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget SFY24 through C-6, Budget SFY29
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**EXHIBIT C**

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to, adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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**EXHIBIT C**

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

## Exhibit C-1 Budget SFY24

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | October 1, 2023 to June 30, 2024                                                                    |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$129,000                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$37,000                                                                                            |
| 3. Consultants                                                                                                        | \$7,200                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$6,505                                                                                             |
| 4. (b) Repair & Maintenance                                                                                           | \$6,560                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$3,000                                                                                             |
| 6. Travel                                                                                                             | \$2,000                                                                                             |
| 7. Software                                                                                                           | \$3,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$3,000                                                                                             |
| 8. (b) Other - Education and Training                                                                                 | \$2,000                                                                                             |
| 8. (c) Other - Food/Nutrition                                                                                         | \$5,000                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$8,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$2,500                                                                                             |
| 8. (f) Other - Housing                                                                                                | \$6,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$31,000                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$5,000                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$936                                                                                               |
| 8. (j) Other - Postage                                                                                                | \$330                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$150                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$8,000                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$8,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$274,182</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$26,111</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$300,293</b>                                                                                    |

Contractor Initial:



## Exhibit C-2 Budget SFY25

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2024 to June 30, 2025                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$175,000                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$40,000                                                                                            |
| 3. Consultants                                                                                                        | \$9,600                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$3,667                                                                                             |
| 4. (b) Repair & Maintenance                                                                                           | \$6,560                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$4,000                                                                                             |
| 6. Travel                                                                                                             | \$3,000                                                                                             |
| 7. Software                                                                                                           | \$4,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$4,000                                                                                             |
| 8. (b) Other - Education and Training                                                                                 | \$2,000                                                                                             |
| 8. (c) Other - Food/Nutrition                                                                                         | \$9,000                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$9,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$3,000                                                                                             |
| 8. (f) Other - Housing                                                                                                | \$9,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$56,000                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$8,000                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$1,500                                                                                             |
| 8. (j) Other - Postage                                                                                                | \$792                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$300                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$8,500                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$8,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$364,920</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$35,469</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$400,389</b>                                                                                    |

Contractor Initial:



## Exhibit C-3 Budget SFY26

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2025 to June 30, 2026                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$177,000                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$40,000                                                                                            |
| 3. Consultants                                                                                                        | \$9,600                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$3,667                                                                                             |
| 4. (b) Repair & Maintenance                                                                                           | \$6,560                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$4,000                                                                                             |
| 6. Travel                                                                                                             | \$2,000                                                                                             |
| 7. Software                                                                                                           | \$3,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$3,000                                                                                             |
| 8. (b) Other - Education and Training                                                                                 | \$3,000                                                                                             |
| 8. (c) Other - Food/Nutrition                                                                                         | \$9,000                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$9,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$3,000                                                                                             |
| 8. (f) Other - Housing                                                                                                | \$9,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$56,000                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$8,000                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$1,500                                                                                             |
| 8. (j) Other - Postage                                                                                                | \$792                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$300                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$8,500                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$8,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$364,920</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$35,469</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$400,389</b>                                                                                    |

Contractor Initial: 

## Exhibit C-4 Budget SFY27

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2026 to June 30, 2027                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$179,000                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$41,000                                                                                            |
| 3. Consultants                                                                                                        | \$9,600                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$3,667                                                                                             |
| 4. (b) Repair & Maintenance                                                                                           | \$6,010                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$4,000                                                                                             |
| 6. Travel                                                                                                             | \$2,000                                                                                             |
| 7. Software                                                                                                           | \$3,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$3,000                                                                                             |
| 8. (b) Other - Education and Training                                                                                 | \$3,000                                                                                             |
| 8. (c) Other - Food/Nutrition                                                                                         | \$9,000                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$9,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$3,000                                                                                             |
| 8. (f) Other - Housing                                                                                                | \$9,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$56,000                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$7,000                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$1,000                                                                                             |
| 8. (j) Other - Postage                                                                                                | \$792                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$300                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$7,500                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$8,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$364,870</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$35,519</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$400,389</b>                                                                                    |

Contractor Initial:

## Exhibit C-5 Budget SFY28

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2027 to June 30, 2028                                                                       |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$179,000                                                                                           |
| 2. Fringe Benefits                                                                                                    | \$41,000                                                                                            |
| 3. Consultants                                                                                                        | \$9,600                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$3,667                                                                                             |
| 4. (b) Repair & Maintenance                                                                                           | \$6,010                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$4,000                                                                                             |
| 6. Travel                                                                                                             | \$2,000                                                                                             |
| 7. Software                                                                                                           | \$3,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$3,000                                                                                             |
| 8. (b) Other - Education and Training                                                                                 | \$3,000                                                                                             |
| 8. (c) Other - Food/Nutrition                                                                                         | \$9,000                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$9,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$3,000                                                                                             |
| 8. (f) Other - Housing                                                                                                | \$9,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$56,000                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$7,000                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$1,000                                                                                             |
| 8. (j) Other - Postage                                                                                                | \$792                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$300                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$7,500                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$8,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$364,870</b>                                                                                    |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$35,519</b>                                                                                     |
| <b>TOTAL</b>                                                                                                          | <b>\$400,389</b>                                                                                    |

Contractor Initial:



## Exhibit C-6 Budget SFY29

| New Hampshire Department of Health and Human Services                                                                 |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Contractor Name:</b>                                                                                               | Merrimack Valley Assistance Program (MVAP)                                                          |
| <b>Budget Request for:</b>                                                                                            | Case Management and Support Services for Individuals Living with Human Immunodeficiency Virus (HIV) |
| <b>Budget Period</b>                                                                                                  | July 1, 2028 to October 1, 2028                                                                     |
| <b>Indirect Cost Rate (if applicable)</b>                                                                             | 10%                                                                                                 |
| <b>Line Item</b>                                                                                                      | <b>Program Cost - Funded by DHHS</b>                                                                |
| 1. Salary & Wages                                                                                                     | \$50,000                                                                                            |
| 2. Fringe Benefits                                                                                                    | \$8,000                                                                                             |
| 3. Consultants                                                                                                        | \$2,400                                                                                             |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |                                                                                                     |
| 4. (a) Rental                                                                                                         | \$702                                                                                               |
| 4. (b) Repair & Maintenance                                                                                           | \$1,000                                                                                             |
| 4. (c) Purchase/Depreciation                                                                                          | \$1                                                                                                 |
| 5.(a) Supplies - Educational                                                                                          | \$0                                                                                                 |
| 5.(b) Supplies - Lab                                                                                                  | \$0                                                                                                 |
| 5.(c) Supplies - Pharmacy                                                                                             | \$0                                                                                                 |
| 5.(d) Supplies - Medical                                                                                              | \$0                                                                                                 |
| 5.(e) Supplies - Office                                                                                               | \$1,000                                                                                             |
| 6. Travel                                                                                                             | \$1,000                                                                                             |
| 7. Software                                                                                                           | \$1,000                                                                                             |
| 8. (a) Other - Marketing/Communications                                                                               | \$500                                                                                               |
| 8. (b) Other - Education and Training                                                                                 | \$600                                                                                               |
| 8. (c) Other - Food/Nutrition                                                                                         | \$2,500                                                                                             |
| 8. (d) Other - Medical Transportation                                                                                 | \$1,000                                                                                             |
| 8. (e) Other - Linguistic Services                                                                                    | \$950                                                                                               |
| 8. (f) Other - Housing                                                                                                | \$1,000                                                                                             |
| 8. (g) Other - Occupancy                                                                                              | \$12,500                                                                                            |
| 8. (h) Other - Telephone                                                                                              | \$1,500                                                                                             |
| 8. (i) Other - Printing                                                                                               | \$600                                                                                               |
| 8. (j) Other - Postage                                                                                                | \$300                                                                                               |
| 8. (k) Other - Subscriptions                                                                                          | \$100                                                                                               |
| 8. (l) Other - Audit & Legal                                                                                          | \$2,500                                                                                             |
| 8. (m) Other - Insurance                                                                                              | \$2,000                                                                                             |
| 9. Subrecipient Contracts                                                                                             | \$0                                                                                                 |
| <b>Total Direct Costs</b>                                                                                             | <b>\$91,153</b>                                                                                     |
| <b>Total Indirect Costs</b>                                                                                           | <b>\$8,945</b>                                                                                      |
| <b>TOTAL</b>                                                                                                          | <b>\$100,098</b>                                                                                    |

Contractor Initial:



**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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**A. Definitions**

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

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

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

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

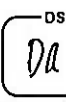
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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR****A. Business Use and Disclosure of Confidential Information.**

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

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

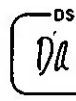
**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

Contractor Initials



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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

Contractor Initials

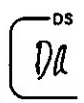
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**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

Contractor Initials 

**New Hampshire Department of Health and Human Services****Exhibit D****DHHS Information Security Requirements**

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

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

**V. LOSS REPORTING**

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

##### A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

##### DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## New Hampshire Department of Health and Human Services

## Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions.

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

Exhibit E

Contractor Initials

## New Hampshire Department of Health and Human Services

## Exhibit E

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
  - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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## New Hampshire Department of Health and Human Services

## Exhibit E

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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.
  - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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## New Hampshire Department of Health and Human Services

**Exhibit E**

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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.

- l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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**

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause**

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

**(6) Miscellaneous**

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

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## New Hampshire Department of Health and Human Services

## Exhibit E

comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

DocuSigned by:

Iain Watt

07780003F970407...

Signature of Authorized Representative

Iain Watt

Name of Authorized Representative

Deputy Director - DPHS

Title of Authorized Representative

8/29/2023

Date

Merrimack Valley Assistance Program, Inc

Name of the Contractor

DocuSigned by:

Daniel Amato

ED188B9DBE58467...

Signature of Authorized Representative

Daniel Amato

Name of Authorized Representative

Executive Director

Title of Authorized Representative

8/28/2023

Date

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Contractor Initials

DS  
Da

8/28/2023  
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MERRIMACK VALLEY ASSISTANCE PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 14, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 225153

Certificate Number: 0006301330



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Michael R. Mortimer, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Merrimack Valley Assistance Program, Inc. I hereby certify the following is a true copy of a  
(Name of Corporation)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 22,  
2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Daniel Amato, Executive Director (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Merrimack Valley Assistance Program, Inc with the State of New Hampshire and any  
(Name of Corporation)

of its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

DATED: 8/23/23

ATTEST:

(Name & Title)

Michael R. Mortimer  
Pres. MVAP



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2023

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

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

| <b>PRODUCER</b><br>E & S Insurance Services LLC<br>21 Meadowbrook Lane<br>P O Box 7425<br>Gilford NH 03247-7425 | <b>CONTACT NAME:</b> Eleanor Spinazzola<br><b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188<br><b>E-MAIL ADDRESS:</b> Eleanorspinazzola@esinsurance.net                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|------|-------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Merrimack Valley Assistance Program Inc.<br>6 Loudon Rd Suite 402<br>Concord NH 03301         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Group</td> <td>GAIG</td> </tr> <tr> <td>INSURER B: Wesco Insurance Co</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Great American Insurance Group | GAIG | INSURER B: Wesco Insurance Co | 25011 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                   | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER A: Great American Insurance Group                                                                       | GAIG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER B: Wesco Insurance Co                                                                                   | 25011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |      |                               |       |            |  |            |  |            |  |            |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 23      **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                                                                                                                                                                                                                                                                                          | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    |             | PAC 4457393 01 | 07/01/2023              | 07/01/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                    |                    |             | PAC 4457393 01 | 07/01/2023              | 07/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
|          | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                               |                    |             | UMB 4457394 01 | 07/01/2023              | 07/01/2024              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                              | Y/N<br>N           | N/A         | WWC3656904     | 07/01/2023              | 07/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                      |

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

**CERTIFICATE HOLDER**
**CANCELLATION**

State of NH Department of  
 Health and Human Services  
 129 Pleasant Street  
 Concord

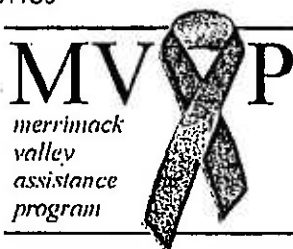
NH 03301-3857

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

*Barbara Kennedy*

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Merrimack Valley Assistance Program "MVAP" is an HIV/AIDS Service Organization (ASO), holding 501(c)(3) nonprofit status, specializing in support of individuals living with HIV/AIDS and their dependents. It is governed by a volunteer Board of Directors and headquartered in Concord, New Hampshire.

### **Agency Mission**

To provide, or help clients gain access to, essential services such as safe and affordable housing, adequate food and nutrition supplements, proper medical and dental care, and behavioral health services, as well as to provide education to the community-at-large.

### **Agency Vision**

- Honor the inherent dignity and strength of people living with HIV/AIDS;
- Support and assist persons infected and affected by HIV/AIDS in maintaining a high quality of life through direct assistance, advocacy, and education;
- Strive to prevent new HIV infections and promote safer practices through education/prevention activities for local and regional communities;
- Counteract myths and stereotypes about HIV/AIDS;
- Increase and diversify the network of HIV/AIDS-related service providers in the communities that we serve; and
- Play an active role in affecting local, state, and national policies on civil rights, discrimination, HIV/AIDS prevention, education, research, and direct care.

### **Agency Values**

- Education
- Support
- Empowerment
- Respect
- Inclusion
- Equity
- Collaboration

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**

**Financial Statements**

**June 30, 2021 and 2020**

**and**

**Independent Auditor's Report**



**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**FINANCIAL STATEMENTS**  
**June 30, 2021 and 2020**

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**CERTIFIED PUBLIC ACCOUNTANTS**  
608 Chestnut Street • Manchester, New Hampshire 03104  
(603) 622-7070 • Fax: (603) 622-1452 • [www.vachonclukay.com](http://www.vachonclukay.com)

## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Merrimack Valley Assistance Program, Inc.

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

We have audited the accompanying financial statements of Merrimack Valley Assistance Program, Inc., which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years 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.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 auditor's 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 Merrimack Valley Assistance Program, Inc., as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Vashon Clukay & Company PC*

Manchester, New Hampshire  
February 24, 2023

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.****Statements of Financial Position**

June 30, 2021 and 2020

|                                               | <u>2021</u>       | <u>2020</u>       |
|-----------------------------------------------|-------------------|-------------------|
| <b>CURRENT ASSETS:</b>                        |                   |                   |
| Cash                                          | \$ 197,578        | \$ 19,069         |
| Grants and contributions receivable           | 111,271           | 155,495           |
| Accounts receivable                           |                   | 341               |
| Prepaid expenses                              | <u>4,656</u>      | <u>4,656</u>      |
| <b>TOTAL CURRENT ASSETS</b>                   | <u>313,505</u>    | <u>179,561</u>    |
| <b>NONCURRENT ASSETS:</b>                     |                   |                   |
| Property, building and equipment (net)        | <u>5,552</u>      | <u>143,429</u>    |
| <b>TOTAL NONCURRENT ASSETS</b>                | <u>5,552</u>      | <u>143,429</u>    |
| <b>TOTAL ASSETS</b>                           | <u>\$ 319,057</u> | <u>\$ 322,990</u> |
| <b>CURRENT LIABILITIES:</b>                   |                   |                   |
| Accounts payable                              | \$ 23,799         | \$ 9,390          |
| Accrued payroll                               | 9,802             | 9,902             |
| Accrued vacation time                         | 6,806             | 6,806             |
| Current portion of SBA note payable           |                   | 31,760            |
| Current portion mortgage note payable         |                   | 6,419             |
| Refundable advances                           |                   | <u>50,492</u>     |
| <b>TOTAL CURRENT LIABILITIES</b>              | <u>40,407</u>     | <u>114,769</u>    |
| <b>NONCURRENT LIABILITIES:</b>                |                   |                   |
| SBA note payable, net of current portion      |                   | 50,940            |
| Mortgage note payable, net of current portion |                   | <u>141,587</u>    |
| <b>TOTAL NONCURRENT LIABILITIES</b>           | <u>-</u>          | <u>192,527</u>    |
| <b>TOTAL LIABILITIES</b>                      | <u>40,407</u>     | <u>307,296</u>    |
| <b>NET ASSETS:</b>                            |                   |                   |
| Without donor restrictions:                   |                   |                   |
| Undesignated                                  | <u>278,650</u>    | <u>15,694</u>     |
| <b>TOTAL NET ASSETS</b>                       | <u>278,650</u>    | <u>15,694</u>     |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>       | <u>\$ 319,057</u> | <u>\$ 322,990</u> |

*See notes to financial statements*

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.****Statements of Activities**

For the Years Ended June 30, 2021 and 2020

|                                                         | <u>2021</u>       | <u>2020</u>      |
|---------------------------------------------------------|-------------------|------------------|
| <b>CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b> |                   |                  |
| <b>SUPPORT AND REVENUE:</b>                             |                   |                  |
| Grants and contracts                                    | \$ 879,531        | \$ 903,729       |
| Rental income                                           | 5,400             | 19,354           |
| Other revenue                                           | 10,691            | 1,557            |
| Gain on sale of assets                                  | 188,311           |                  |
| Forgiveness of SBA note payable                         | 82,700            |                  |
| Contributions                                           | 655               | 251              |
| <b>TOTAL SUPPORT AND REVENUE</b>                        | <u>1,167,288</u>  | <u>924,891</u>   |
| <b>WITHOUT DONOR RESTRICTIONS</b>                       |                   |                  |
| <b>EXPENSES:</b>                                        |                   |                  |
| Program services:                                       |                   |                  |
| Case management                                         | 835,866           | 854,308          |
| <b>TOTAL PROGRAM SERVICES</b>                           | <u>835,866</u>    | <u>854,308</u>   |
| Supporting services:                                    |                   |                  |
| Management and general                                  | 68,466            | 109,609          |
| <b>TOTAL SUPPORTING SERVICES</b>                        | <u>68,466</u>     | <u>109,609</u>   |
| <b>TOTAL EXPENSES</b>                                   | <u>904,332</u>    | <u>963,917</u>   |
| <b>CHANGE IN NET ASSETS</b>                             |                   |                  |
| <b>WITHOUT DONOR RESTRICTIONS</b>                       | <u>262,956</u>    | <u>(39,026)</u>  |
| <b>CHANGE IN NET ASSETS</b>                             | 262,956           | (39,026)         |
| <b>NET ASSETS - Beginning</b>                           | <u>15,694</u>     | <u>54,720</u>    |
| <b>NET ASSETS - Ending</b>                              | <u>\$ 278,650</u> | <u>\$ 15,694</u> |

*See notes to financial statements*

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**Statement of Functional Expenses**  
**For the Year Ended June 30, 2021**

|                                       | <u>Program<br/>Services</u> | <u>Supporting<br/>Services</u>    |                           |
|---------------------------------------|-----------------------------|-----------------------------------|---------------------------|
|                                       | <u>Case<br/>Management</u>  | <u>Management<br/>and General</u> | <u>Total<br/>Expenses</u> |
| <b>SALARIES AND RELATED EXPENSES:</b> |                             |                                   |                           |
| Salaries and Wages                    | \$ 321,011                  | \$ 41,576                         | \$ 362,587                |
| Contract Labor                        | 51,243                      |                                   | 51,243                    |
| Total Salaries and Wages              | 372,254                     | 41,576                            | 413,830                   |
| Payroll Taxes                         | 27,706                      | 3,795                             | 31,501                    |
| Fringe Benefits                       | 58,348                      | 7,557                             | 65,905                    |
| Total Taxes and Benefits              | 86,054                      | 11,352                            | 97,406                    |
| <b>TOTAL PERSONNEL</b>                | <b>458,308</b>              | <b>52,928</b>                     | <b>511,236</b>            |
| <b>OTHER EXPENSES:</b>                |                             |                                   |                           |
| Depreciation                          |                             | 932                               | 932                       |
| Dues/Subscriptions                    | 1,443                       |                                   | 1,443                     |
| Educational                           | 775                         |                                   | 775                       |
| Equipment Leases                      | 11,728                      |                                   | 11,728                    |
| Housing/Utility Assistance            | 204,017                     |                                   | 204,017                   |
| Insurance                             | 13,400                      | 949                               | 14,349                    |
| Interest                              |                             | 404                               | 404                       |
| Meals and Food Supplies               | 3,655                       |                                   | 3,655                     |
| Miscellaneous                         | 1,180                       | 517                               | 1,697                     |
| Office Supplies/Expenses              | 26,025                      |                                   | 26,025                    |
| Postage                               | 1,549                       |                                   | 1,549                     |
| Printing and Copying                  | 276                         |                                   | 276                       |
| Professional Fees                     | 10,936                      | 1,385                             | 12,321                    |
| Equipment Maintenance and Repair      | 2,132                       |                                   | 2,132                     |
| Space and Occupancy                   | 58,734                      | 6,674                             | 65,408                    |
| Supportive Services                   | 24,383                      | 2,382                             | 26,765                    |
| Technical assistance                  | 1,225                       |                                   | 1,225                     |
| Telephone/Internet                    | 14,245                      | 2,295                             | 16,540                    |
| Transportation/Travel                 | 1,855                       |                                   | 1,855                     |
| <b>TOTAL NON-PERSONNEL</b>            | <b>377,558</b>              | <b>15,538</b>                     | <b>393,096</b>            |
| <b>TOTAL EXPENSES</b>                 | <b>\$ 835,866</b>           | <b>\$ 68,466</b>                  | <b>\$ 904,332</b>         |

*See notes to financial statements*

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**Statement of Functional Expenses**  
**For the Year Ended June 30, 2020**

|                                       | <u>Program<br/>Services</u> | <u>Supporting<br/>Services</u>    |                           |
|---------------------------------------|-----------------------------|-----------------------------------|---------------------------|
|                                       | <u>Case<br/>Management</u>  | <u>Management<br/>and General</u> | <u>Total<br/>Expenses</u> |
| <b>SALARIES AND RELATED EXPENSES:</b> |                             |                                   |                           |
| Salaries and Wages                    | \$ 304,607                  | \$ 63,199                         | \$ 367,806                |
| Contract Labor                        | 63,013                      |                                   | 63,013                    |
| Total Salaries and Wages              | 367,620                     | 63,199                            | 430,819                   |
| Payroll Taxes                         | 25,048                      | 1,275                             | 26,323                    |
| Fringe Benefits                       | 66,427                      | 5,554                             | 71,981                    |
| Total Taxes and Benefits              | 91,475                      | 6,829                             | 98,304                    |
| <b>TOTAL PERSONNEL</b>                | <b>459,095</b>              | <b>70,028</b>                     | <b>529,123</b>            |
| <b>OTHER EXPENSES:</b>                |                             |                                   |                           |
| Depreciation                          |                             | 7,325                             | 7,325                     |
| Dues/Subscriptions                    | 3,411                       |                                   | 3,411                     |
| Educational                           | 4,490                       |                                   | 4,490                     |
| Equipment Leases                      | 4,548                       |                                   | 4,548                     |
| Housing/Utility Assistance            | 245,409                     |                                   | 245,409                   |
| Insurance                             | 12,208                      | 3,233                             | 15,441                    |
| Interest                              | 6,724                       | 1,631                             | 8,355                     |
| Meals and Food Supplies               | 2,848                       |                                   | 2,848                     |
| Miscellaneous                         |                             | 4,754                             | 4,754                     |
| Office Supplies/Expenses              | 23,521                      |                                   | 23,521                    |
| Postage                               | 1,192                       |                                   | 1,192                     |
| Printing and Copying                  | 2,899                       |                                   | 2,899                     |
| Professional Fees                     | 18,002                      |                                   | 18,002                    |
| Equipment Maintenance and Repair      | 7,828                       |                                   | 7,828                     |
| Apartment Maintenance and Repair      | 1,337                       |                                   | 1,337                     |
| Space and Occupancy                   | 29,090                      | 19,611                            | 48,701                    |
| Supportive Services                   | 21,967                      |                                   | 21,967                    |
| Telephone/Internet                    | 4,091                       | 3,027                             | 7,118                     |
| Transportation/Travel                 | 5,648                       |                                   | 5,648                     |
| <b>TOTAL NON-PERSONNEL</b>            | <b>395,213</b>              | <b>39,581</b>                     | <b>434,794</b>            |
| <b>TOTAL EXPENSES</b>                 | <b>\$ 854,308</b>           | <b>\$ 109,609</b>                 | <b>\$ 963,917</b>         |

*See notes to financial statements*

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.****Statements of Cash Flows**

For the Years Ended June 30, 2021 and 2020

|                                                                                                       | <u>2021</u>       | <u>2020</u>      |
|-------------------------------------------------------------------------------------------------------|-------------------|------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                                           |                   |                  |
| Change in net assets                                                                                  | \$ 262,956        | \$ (39,026)      |
| Adjustments to reconcile change in net assets to<br>net cash provided (used) by operating activities: |                   |                  |
| Depreciation                                                                                          | 932               | 7,325            |
| Forgiveness of SBA note payable                                                                       | (82,700)          |                  |
| Gain on disposal of assets                                                                            | (188,311)         |                  |
| Net effect of changes in:                                                                             |                   |                  |
| Grants and contributions receivable                                                                   | 44,224            | (7,399)          |
| Accounts receivable                                                                                   | 341               | 2,099            |
| Prepaid expenses                                                                                      | -                 | (4,656)          |
| Accounts payable                                                                                      | 14,409            | (10,186)         |
| Accrued payroll                                                                                       | (100)             | 2,951            |
| Accrued vacation time                                                                                 | -                 | 1,277            |
| Net cash provided (used) by operating activities                                                      | <u>51,751</u>     | <u>(47,615)</u>  |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                                           |                   |                  |
| Purchase of equipment                                                                                 | (4,619)           |                  |
| Proceeds on sale of property                                                                          | <u>329,875</u>    |                  |
| Net cash provided by investing activities                                                             | <u>325,256</u>    | <u>-</u>         |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                                           |                   |                  |
| Net proceeds (payments) on line of credit payable                                                     |                   | (12,000)         |
| Proceeds on SBA note payable                                                                          |                   | 82,700           |
| Payments on mortgage note payable                                                                     | (148,006)         | (5,531)          |
| Payments on refundable advances                                                                       | <u>(50,492)</u>   | <u>(3,600)</u>   |
| Net cash provided (used) for financing activities                                                     | <u>(198,498)</u>  | <u>61,569</u>    |
| <b>NET INCREASE IN CASH</b>                                                                           | 178,509           | 13,954           |
| <b>CASH - Beginning</b>                                                                               | <u>19,069</u>     | <u>5,115</u>     |
| <b>CASH - Ending</b>                                                                                  | <u>\$ 197,578</u> | <u>\$ 19,069</u> |
| <b>Supplemental Disclosures:</b>                                                                      |                   |                  |
| Interest paid                                                                                         | <u>\$ 404</u>     | <u>\$ 8,355</u>  |

See notes to financial statements



**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For the Years Ended June 30, 2021 and 2020

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Nature of Activities*

Merrimack Valley Assistance Program, Inc. (the Organization) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code. The Organization is a non-profit entity organized for the purpose of providing a variety of supportive services and housing assistance to persons with certain infectious diseases. The Organization includes Greater Manchester AIDS Project, which was formed to provide support and assistance to HIV/AIDS affected individuals and their families in the greater Manchester, New Hampshire, area, and which was acquired by the Organization in 2000. The Organization receives most of its support from government grants and private donations.

The accounting policies of Merrimack Valley Assistance Program, Inc. conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

*Basis of Presentation*

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

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

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

*Basis of Accounting*

The financial statements have been prepared on the accrual basis of accounting.

*Recognition of Donor Restrictions*

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional.

The Organization reports contributions restricted by donors as increases in net assets without donor restrictions 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 net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets.

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2021 and 2020

without donor restrictions and reported in the statements of activities as net assets released from restrictions.

***Cash and Cash Equivalents***

For the purposes of the Statements of Cash Flows, the Organization considers cash and cash equivalents to include cash on hand and other cash accounts with an original maturity of 90 days or less.

***Grants and Contributions Receivable***

Unconditional pledges and grants are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges and grants are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions and grants receivable are considered current and expected to be received within one year.

***Property and Equipment***

Property and equipment is recorded at cost for purchased items. Donated property and equipment is recorded at fair value as of the date of the donation. The Organization's policy is to capitalize assets purchased, built, or leased with a useful life of one year or greater and a cost of \$1,000 or more or expenditures for repairs or renovations of \$1,000 or more that extend the life of the asset. Maintenance and repairs are charged to expenses as incurred. Depreciation is computed using the straight-line method over estimated lives of three to forty years. Depreciation expense was \$932 and \$7,325 for the years ending June 30, 2021 and 2020, respectively.

***Revenue and Revenue Recognition***

The Organization recognizes contributions when cash is received. Special events, donations, and other income are recorded as revenues as received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Organization also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. As of June 30, 2021, no amounts have been received in advance for which qualifying expenditures have not been incurred under our federal and state contracts and grants. As of June 30, 2020, the Organization reported \$50,492 in refundable advances.

***Bad Debts***

The Organization uses the reserve method for accounting for bad debts. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. No allowance has been recorded for the years ending June 30, 2021 and 2020, because management of the Organization believes that all outstanding receivables are fully collectible.

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2021 and 2020

***Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Accordingly, actual results could differ from those estimates.

***Functional Allocation of Expenses***

The costs of program and supporting services have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. The Organization allocates salaries and wages, payroll taxes, and fringe benefit expenses based on time and effort. All other indirect costs, including professional services, insurance, occupancy, and telephone expenses, are allocated to program services and general administration based on allowability of costs and availability of resources.

***Income Taxes***

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2021 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

***Fair Value of Financial Instruments***

Cash, grants and contracts receivable, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amount which could be realized upon immediate liquidation.

***Change in Accounting Principle***

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, Revenue from Contracts with Customers, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, Other Assets and Deferred Costs-Contracts with

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2021 and 2020

Customers, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

The Organization adopted the requirements of the new guidance as of July 1, 2020, utilizing the modified retrospective method of transition. The new guidance was applied using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of July 1, 2020. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, trade receivables, contract costs, contract liabilities, and deferred costs. However, management estimates that the effect of these changes on the amounts that would have been reported under the former guidance to be immaterial.

**NOTE 2—LIQUIDITY AND AVAILABILITY**

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Organization's financial assets as of June 30, 2021 and 2020, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:

|                                                                                           | <u>2021</u>       | <u>2020</u>       |
|-------------------------------------------------------------------------------------------|-------------------|-------------------|
| Cash                                                                                      | \$ 197,578        | \$ 19,069         |
| Grants and contributions receivable                                                       | 111,271           | 155,495           |
| Accounts receivable                                                                       | <u>-</u>          | <u>341</u>        |
| Total Financial Assets                                                                    | 308,849           | 174,905           |
| Less:                                                                                     |                   |                   |
| Net assets with donor restrictions                                                        | <u>-</u>          | <u>-</u>          |
| Financial Assets Available to Meet Cash Needs<br>for General Expenditures Within One Year | <u>\$ 308,849</u> | <u>\$ 174,905</u> |

**NOTE 3—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK**

The Organization maintains its cash balances at local financial institutions located in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of June 30, 2021. The bank balances may, at times, materially exceed federally insured limits. The Organization has not experienced any losses on such accounts. The Organization had no uninsured cash balance as of June 30, 2021.

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2021 and 2020

**NOTE 4—GRANTS AND CONTRIBUTIONS RECEIVABLE**

Major funding sources and related receivables for the periods ending June 30, 2021 and 2020 are as follows:

|                               | 2021              |                   | 2020              |                   |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|
|                               | <u>Revenue</u>    | <u>Receivable</u> | <u>Revenue</u>    | <u>Receivable</u> |
| Housing and Urban Development | \$ 403,094        | \$ 42,134         | \$ 489,999        | \$ 58,113         |
| Other Human Services Grants   | 226,326           | 31,964            | 273,136           | 89,483            |
| Health and Human Services     | 180,017           | 30,993            | 131,594           | 7,899             |
| State Grant in Aid            | 31,965            |                   |                   |                   |
| Other miscellaneous grants    | 38,129            | 6,180             | 9,000             |                   |
|                               | <u>\$ 879,531</u> | <u>\$ 111,271</u> | <u>\$ 903,729</u> | <u>\$ 155,495</u> |

**NOTE 5—PROPERTY, BUILDING AND EQUIPMENT**

Property, building and equipment consist of the following at June 30, 2021 and 2020:

|                               | <u>2021</u>     | <u>2020</u>       |
|-------------------------------|-----------------|-------------------|
| Land                          |                 | \$ 41,117         |
| Building and improvements     |                 | 232,708           |
| Furniture and equipment       | \$ 21,485       | 16,935            |
| Less accumulated depreciation | (15,933)        | (147,331)         |
|                               | <u>\$ 5,552</u> | <u>\$ 143,429</u> |

**NOTE 6—SBA NOTE PAYABLE**

During May 2020, the Organization obtained a note payable under the Paycheck Protection Program in the amount of \$82,700. During the year ended June 30, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. Principal forgiveness has been recognized as revenue without donor restrictions on the statement of activities in the amount of \$82,700 for the year ended June 30, 2021.

**NOTE 7—MORTGAGE NOTE PAYABLE**

Notes payable at June 30, 2021 and 2020 consist of the following:

|                                                                                                                                                                                                                                                                                                                                                   | <u>2021</u> | <u>2020</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| Note payable to a bank, bearing a variable interest rate, determined every three years, at the Federal Home Loan Bank Boston prime rate plus 3.50%, currently 5.00%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently \$1,138, maturing October 31, 2035. | \$          | \$ 148,006  |

During the year ended June 30, 2021, the Organization repaid the outstanding principal balance in full.

**MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2021 and 2020

The Organization incurred \$404 and \$8,355 in interest expense on the note payable during the years ended June 30, 2021 and 2020, respectively.

**NOTE 8—REFUNDABLE ADVANCES**

In previous years a private individual issued the Organization various non-interest-bearing advances with no specific repayment terms. The balance of the Organization's refundable advances under these agreements was \$50,492 at June 30, 2020. During the year ended June 30, 2021, the Organization repaid the outstanding balance of the refundable advance in full.

**NOTE 9—LEASE COMMITMENTS**

The Organization is a tenant at will for its office space in Manchester, New Hampshire. Rental expense for the rental lease during 2021 and 2020 was \$39,000 and \$39,450, respectively.

**NOTE 10—COMMITMENTS AND CONTINGENCIES**

*Federal Grants*

The Organization receives funds under contracts from State and Federal sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2021.

**NOTE 11—ECONOMIC DEPENDENCY**

For the years ended June 30, 2021 and 2020, approximately 83% and 97%, respectively, of the Organization's total support and revenue was derived from four individual grants and contracts. The discontinuation of these grants and contracts would result in a decrease in services provided by the Organization, until alternative revenues could be obtained.

**NOTE 12—SUBSEQUENT EVENTS**

Subsequent events have been evaluated through February 24, 2023, which is the date the financial statements were available to be issued.

**BOARD OF DIRECTORS**

**MERRIMACK VALLEY ASSISTANCE PROGRAM**

**2023**

|                              |                               |
|------------------------------|-------------------------------|
| <b>Michael Mortimer, Esq</b> | <b>President/Secretary</b>    |
| <b>Ellen Molnar, CFP</b>     | <b>Vice Chairman/Treasure</b> |
| <b>James R. MacKay, PhD</b>  | <b>Board Member</b>           |
| <b>Kathleen Galligan</b>     | <b>Board Member</b>           |
| <b>Thomas Spratt</b>         | <b>Board Member</b>           |
| <b>John Renzella</b>         | <b>Board Member</b>           |

# DANIEL AMATO

## PROFESSIONAL EXPERIENCE

### Merrimack Valley Assistance Program - Manchester, NH

Executive Director

02/2023 - Present

Director of Office Operations

08/2021 - 02/2023

HIV Case Manager

04/2021 - 08/2021

Merrimack Valley Assistance Program (MVAP) is the largest of four HIV/AIDS Service Organizations (ASO) in New Hampshire. With three locations in Concord, Manchester, and Laconia, MVAP has a long-standing history amidst the HIV/AIDS epidemic. MVAP offers case management services, housing assistance, nutrition and meal supplements, supportive services, and community referrals to reduce barriers among clients living with HIV/AIDS.

- Oversee office operations and staff performance at the three locations of MVAP including Laconia, Concord, and Manchester, New Hampshire and ensure that all three locations operate as a single cohesive unit.
- Supervise a staff of 9 individuals with an operating budget of 1.1 million.
- Conduct data and reporting on all MVAP grants and coordinate with all AIDS Service Organizations (ASOs) in New Hampshire to send off reporting to Health Resources and Services Administration (HRSA) and U.S. Department of Housing and Urban Development (HUD).
- Compiled demographic and financial data from all four NH ASOs to produce and submit Annual Performance Reports (APRs) to HUD.
- Interfacing with Grantors and ASOs to make sure that all ASOs are fully complying with the grants for which MVAP is the Contractor and the ASOs are the subcontractor(s), including ASO audits and providing them technical assistance as warranted;
- Develop, edit, and renew contracts as applicable.
- Develop uniform policies, practices, and procedures that comply with grant and program requirements.
- Hire, train, discipline, and terminate staff.
- Coordinate with community partners and outside vendors so MVAP can utilize their services.
- Direct and oversee all budgetary duties with various grants and develop strategic plans to spenddown if necessary.
- Apply for new grant and funding opportunities - secured MVAP funding for additional housing and support services for clients.
- Implement harm reduction focused prevention and screening through case management and supportive services to 35+ clients - all living with HIV/AIDS.
- Provide housing assistance, nutrition and supplement needs, dental care insurance, and community resource referrals to all clients.
- Collaborate with NH DHHS, insurance companies, medical providers, and community organizations to provide a linkage to care for clients, aimed at reducing new infections and/or transmission, and increasing access to care and treatment.
- Provide and disseminate safer practice materials such as condoms and lubricant, Naloxone, and facilitate access to syringe service programs.
- Provide psychosocial assessments, acuity scales, and service care plans biannually to ensure clients are receiving the highest quality of care and maximizing their health insurance coverage.
- Educate clients on sexual health, behavioral health, and substance use using risk reduction methodologies, and promote related services found throughout the community.
- Review CD4 and Viral Load lab values for all clients - discuss these lab values with them to promote medication adherence and viral load suppression.
- Redeveloped MVAP's website including its marketing, education, and outreach materials.
- Met with realtors and successfully moved MVAP-Concord's location.



**NH HIV Planning Group** 01/2021 - Present  
Community Stakeholder, Advisory Committee & PrEP Committee

**Boston Eligible Metropolitan Area (EMA) Ryan White Planning Council** 09/2022 - Present  
Member, Council & Services, Planning, and Evaluation (SPEC) Committee

**Manchester Continuum of Care** 01/2023 - Present  
Member-at-Large, Leadership Committee

**Amoskeag Health - Manchester, NH** 09/2019 - 04/2022  
Sexual Health Educator & Program Facilitator

Supported by both a federal and state grant, the Personal Responsibility Education Program (PREP) engages youth ages 14-19 (or up to 21 if pregnant and/or parenting) in Sullivan County and the Greater Manchester Area to provide a comprehensive sexual health education program designed to reduce adolescent pregnancy, STIs and HIV. With over 120 engaged participants per year, responsibilities are focused on program strategy, community outreach, training, and facilitation of the program.

- Expanded relationship with key community partners (GSIL, NH Job Corps, YMCA, and the Manchester School District) to bring visibility the program and resources available to teens.
- Established two new key partners (YWCA and Waypoint) through continuous engagement in the community and building connections with key stakeholders and sharing the positive impact and success of the new program curriculum.
- Primary facilitator for the 'Get Real, Comprehensive Sex Education That Works' program designed by Planned Parenthood and published by ETR, focused on 11 core lessons including topics such as: sexual health, sexuality & gender, reproductive anatomy, pregnancy prevention methods, and STI's and HIV.
- Overhauled the program training curriculum and reimagined the participant experience including a remote training plan, amended curriculum, and virtual workbooks and activities to ensure program stability during COVID-19.
- Recognized by leaders in the Department of Maternal and Child Health Section within NHDHHS for setting the standard for delivery of virtual sexual health classes in the State of NH.
- Created and launched a comprehensive training program and supporting materials for new facilitators, educators, and interns to ensure consistency in program delivery for participants.
- Increased exposure and visibility for the program resources by managing all social media channels and external messaging through targeted content creation to support community engagement and outreach.
- Summarize and report key program effectiveness data to state and federal contracts at the conclusion of each class.

**LGBTQ+ Committee - Amoskeag Health** 2019-2022  
Chair

**Marketing Committee & Education/Recruitment Committee - Equality Health Center** 2021-2022  
Committee Member

**Lawrence General Hospital - Lawrence, MA** 06/2017 - 09/2020  
Cardiac Monitor Technician/Unit Secretary/Nursing Assistant

- Monitored patient's heart rhythms and functions through cardiac monitoring strips and reported the findings to MDs and RNs.
- Assisted cardiac nurses with patient care and room preparation.
- Conducted EKGs, bladder scans, and took vital signs.

- Registered patients, reviewed consultation requests, and entered anticipated services to patient log.
- Assisted the Charge Nurse with unit responsibilities, such as admissions and discharges.
- Trained new hires and oriented them to our medical floor.

**Concord Hospital – Concord, NH**

**12/2014 – 05/2017**

**Patient Registrar**

- Performed check-ins by welcoming the visitors and establishing the purpose of their visit.
- Verified and entered patient information into the electronic health record system.
- Coordinated with medical staff to process and direct patients to appropriate departments.

#### **NOTABLE ACCOMPLISHMENTS & RELEVANT TRAINING**

- Training of the Educator (TOE) - Planned Parenthood League of Massachusetts (2019)
- Incorporating Social and Emotional Learning into Sexuality Education - Planned Parenthood League of Massachusetts (2019)
- Adolescent Pregnancy Prevention Conference - Family and Youth Services Bureau (2020)
- Advancing Excellence in Transgender Health - Fenway Health (2020)
- Presented for *GLSEN NH* with an Inclusive sex education panel (2020)
- National Conference on Social Work and HIV/AIDS - Collaborative Solutions, Inc (2021)
- HUD CARES Act Conference – U.S. Department of Housing and Urban Development (2021)
- National Ryan White Conference on HIV Care (2022)
- Leveraging HOPWA and other Public Funding to Improve HIV Health, Housing, and Employment – U.S. Department of Housing and Urban Development (2022)
- 18th Annual Conference on HIV/AIDS & Aging (2022)
- SYNChronicity (SYNC) National conference on HIV, HCV, STIs, harm reduction, and LGBTQ health (2022)
- URA The HUD Way - Policies and Procedures Training (2022)
- Understanding Nonprofit Financials (2022)
- Various HUD/Housing Opportunities for Persons with AIDS (HOPWA) Webinars/Trainings

#### **EDUCATIONAL BACKGROUND**

|                                                                                                 |             |
|-------------------------------------------------------------------------------------------------|-------------|
| <b>Graduate Certificate, Sexual and Reproductive Health</b><br>Indiana University – Bloomington | <b>2022</b> |
| <b>Bachelor of Science, Community Health Education</b><br>Southern New Hampshire University     | <b>2021</b> |
| <b>High School Diploma</b><br>Bow High School                                                   | <b>2014</b> |

## Veronis O'Brien

*Objective – I am a motivated, results-oriented entrepreneurial mindset individual, seeking to widen my abilities and apply my current knowledge with a great company. I am especially fond of imparting my leadership skills to the improvement of organizational efficiency.*

### Core Competencies

- Problem Solver
- Analytical
- Adaptability
- Bilingual Spanish
- Decision Making
- Communication Skills

### Work Experience

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#### Smooth Painting and Remodeling, LLC | Bookkeeper - Human Resources Generalist April 2021 – Present (Freelance)

- Performed all financial operations including bank reconciliation, reviewing monthly credit card statements, and using QuickBooks Online to close monthly and yearly financials.
- Eliminated Discrepancies in finances by expertly documenting expenses, monitored income, and made weekly deposits.
- Created estimates and followed up with prospects.
- Attended weekly networking events, as a company representative, to make connections and increase sales.
- Onboarded new employees/ contractors.

#### The Job Center Staffing | Business Development Manager - Staffing Supervisor Aug 2020 – Aug 2022

- Increase sales activity for the branch by building and developing client relationships.
- Managed accounts and provided superior service to drive initial sales and retain repeat business.
- Responsibilities included business relationship development and effective client relationship management.
- Finding and developing new markets and improving sales
- Ability to flourish with minimal guidance, be proactive, and handle uncertainty.
- Developing quotes and proposals for clients.
- Improve programs related to training, recognition recruiting, and retention.
- Ensure to provide optimum customer service always.
- Execute employee's orientation program complying with established customer's policies.
- Monitor and respond to all personnel issues as well as concerns quickly plus effectively.
- Ensure to counsel all employees effectively to accomplish productivity as well as quality goals.
- Maintain and lead online recruiting, referral programs, media plus job fairs along with community outreach initiate.

#### Quality Drywall LLC | Human Resources Generalist | Remote April 2016 to August 2020

- Forecasting and collaborating with construction managers, contractors, and others to identify and document each project's roles and responsibilities, as well as detail the end-to-end processes required on a project (or series of projects) to determine labor needs.
- Hiring - Recruited qualified, experienced applicants with the necessary skills.

- Compliance - kept safety regulations that apply to the construction industry to keep Quality Drywall in compliance.
- Report on payroll expenses.
- Ensure wages and tax withholdings comply with regulations.
- Onboarded new employees and contractors.
- Responsible for responding and following through with all unemployment claims.
- Creating and filing financial reports.

## **Education**

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### **Certificate in Human Resources Management**

- Southern New Hampshire University | 2021

### **Associates of Business Administration in Marketing**

- Hesser College | 2006

## **Volunteer**

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### **1269 Café Ministries | Board Treasurer**

**May 2019- Present**

- Monitor association financial information monthly, quarterly and annually.
- Responsible for ensuring board members are seeing good, clear data to help inform decisions.
- Utilize the annual budget to evaluate and plan.
- Ensure appropriate licenses and permits.
- Supervise financial filings.

### **Court Appointed Special Advocate for Children**

**November 2016- March 2019**

- Gather information: Review documents and records, interview the children, family members, and professionals in the children's lives.
- Document findings: Provide written reports at court hearings.
- Appear in court: Advocate for the child's best interests and provide testimony when necessary.
- Monitor case plans and court orders: Check to see that plans are being followed and mandated review hearings are being held. Keep the court informed: Update the court on developments with agencies and family members. Ensure that appropriate motions are filed on behalf of the child, so the court knows about any changes in the child's situation.

## **Dennis P. Morrison**



### **Key Skills:**

Administer Medication

Report & Document Preparation

Team building & Supervision

Department Management

Inventory Management

Expense Reduction

Develop and implement a treatment plan

Safety Management

Customer Service

Goal Setting

Community Support

Microsoft Office

### **Merrimack Valley Assistance Program, Manchester, NH**

**Sr. Case Manager Coordinator 02/2016-Present**

- Provide psychosocial support to individuals living with HIV/AIDS.
- Processes intake, needs assessment and service plan implementation.
- Service coordination, monitoring and follow-up.
- Documentation of client contact and progress.
- Find solutions to financial or practical barriers to care

### **Transitional Housing Services,**

**North American Family Institute, Concord NH**

**Direct Care Counselor/ Vocational Manager 12/2011-02/2016**

- Creative and resourceful supervisor / counselor of a sheltered vocational work site in the day treatment facility.
- Teaching skills that will apply in independent community living.
- An inspired facilitator of art therapy, culinary, and fitness groups.
- Self manage documentation of consumer assessments daily
- Illness Management and Recovery ( IMR) group facilitator
- Knowledgeable in HIPAA compliance.

### **Transitional Housing Services, DEHS, Concord NH**

**Mental Health Worker, 2006 to 2011**

- Following the treatment plans implemented by the clinicians and by using my experience, knowledge and positive attitude.
- Maintaining client confidentiality while preparing all treatment records and reports.
- Guide clients in the development of skills and strategies for coping with their concerns and aspects of daily living.

### **Education:**

Mount Washington College Manchester NH;

Associates Degree in Interior Design 2008/ GPA 3.71

Associates Degree in Graphic Design 2007 / GPA 3.79

Communications Course Online SNHU/ 2015

### **Phi Theta Kappa International Honor Society**

**Training Workshops /Certifications**

- Supported Employment Certification
- Illness Management and Recovery ( IMR) Certification
- Professional Boundaries Certification
- Cultural Competency Certification
- Safe Alternatives for Everyone ( S.A.F.E) Certification
- Documentation Workshop

# George Cox

## Professional Summary

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I have over 20 years of experience working in non-profit cable access as a production coordinator working with volunteers and local non-profits. I have worked with several organizations to highlight and provide outreach to provide information to the community, including The Greater Manchester Aids Project, Boys & Girls Club of Manchester, Big Brother of Manchester, Good News Garage, Bedford Food Bank, United Way of Acton Boxborough, Acton Senior Center, Families in Transition, and many more. Last year I helped NH DHHS produce over 18 video public service announcements for The Suicide Prevention Council's annual conference. I have a passion for helping people and have done many great things with GMAP over the years helping them with fundraising efforts with several events including the 20th-anniversary gala featuring keynote speaker Jean White. **STRENGTHS:** I am a strong project developer, concept creator, and efficient producer. I love working as part of a high-energy team, or as an independent producer/director. I generate big ideas, strong viewer attachments, and great client relations. **BACKGROUND:** Trained in a wide variety of television production responsibilities, including editing, camera operations, audio engineering, and on-air hosting. This includes training in both Wakefield Cable Access Television(WCAT) in Wakefield, MA, and Manchester Community Access Media in Manchester, NH. Experience producing broadcast commercials, web videos, and corporate presentations as a lead production engineer at one of New England's largest advertising agencies. I have 20-years of experience with Final Cut Pro X, Motion, Microsoft Office, Adobe Production Premium, Pro Tools, Tightrope Media, Broadcast Pix, Castus, Tricaster, and Sony Anycast. My productions have received regional and national awards. In addition, I have received Certificates of Training for Final Cut Pro X, and Adobe After Effects from Future Media Concepts in Cambridge, MA.

## Skills

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- Referral coordination
- Care coordination
- Eligibility assessment
- Resource management
- Patient support

## Experience

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### Case Manager

October 2022 - Current

Merrimack Valley Assistance Program, Concord, NH

- Provide case management services to agency-eligible individuals living with HIV/AIDS
- Ensure clients remain enrolled with MVAP and the Ryan White CARE Program
- Help clients secure safe and stable housing and access food and nutritional services
- Determine client eligibility for housing assistance, prescription medication coverage
- Maintain accurate and up-to-date client records and documentation
- Attend trainings and professional development opportunities to enhance knowledge and skills in case management and HIV/AIDS care

### Production Coordinator

August 2019 - January 2022

Community Access, Bedford, NH

- Television
- Film video and edit in-studio productions
- Host and produce bi-weekly news show Talk of the Town

- Cover and set up government meetings on location
- Manage day to day operations of the studio

Production Manager-News Anchor  
Acton Community Access Television, Acton, MA

November 2015 - October 2019

- Film video and edit in-studio productions .
- Host and produce the bi-weekly news show Talk of the Town . . .
- Upload program through Castus server Cover and set up government meetings on location.
- Manage day-to-day operations of the studio

Production Specialist  
Lawrence Public Schools Media, Westford, MA

October 2013 - November 2015

- Teach classes in video production
- Produce weekly content for the Lawrence Public School Systems
- And implement new software
- Work with DSLR cameras and tapeless workflows
- Set up Audio Visuals for large events

Production Coordinator  
Wakefield Community Access, Lawrence, MA

September 2012 - October 2013

- Television
- Training new members in video production
- Setting up mobile three-camera shoots for government meetings
- Record live shows working with Broadcast Pix Switcher
- Work with local access producers on a daily basis
- Produce and edit segments
- Teach adults and children video production classes

## Education

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High School Diploma - Nashua High School, Nashua , NH

June 1985

## References

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References Gary O'Neil, President, [REDACTED]

Kevin Tracey,, President, Kevin Tracey Companies LLC, [REDACTED]

Martin Mick,, CEO, Mick Media [REDACTED]

## Interests

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Volunteer , I've been involved with a number of community organizations over the years. In 2002, I started working with Executive Director Lilly Ramos Spooner to produce a series of video PSAs for the Greater Manchester AIDS Project (GMAP) to highlight the

services provided by the agency. I helped them promote and organize several events, including drag show benefits held at LGBTQ club Breezeway and the 20th-anniversary gala featuring guest speaker Jean White. I helped them set up their office on Lowell St under Tom Landry's direction—he was both GMAP's landlord and on the board of directors. Another organization I have been working with for over 10 years is The Manchester Boys & Girls Club. I volunteered to help them promote their club through video segments to highlight some of the services they provide to the community and those videos were shown at their big annual fundraising event. Most recently in June 2021, I organized a fundraiser "Queen City Talent Showcase" where I rented out a movie theater and had a night of music with 100 percent of proceeds going to the club. Over the years I have also donated my time to Feed NH, United Way, and Families in Transition Music Life I am a singer/songwriter and DJ who has been involved in the Boston music scene for over ten years. I opened for many national music acts, and tracks from my album "Doorways Through the Hourglass" have had airplay on several New England radio stations. For my love of music, I created the nationally award-winning "Twist TV" seen in 33 cities and four states including Boston and New York. I interviewed many upcoming local acts, radio DJs, industry professionals, and music superstars, including Britney Spears, Melissa Etheridge, and Five for Fighting. In addition to, Virgin mogul Richard Branson. I also was a guest correspondent for the Emmy-winning "Chowdah" on the former ATT&3 Network. Seeing a lack of programming for the GLBT audience I created "Toniq TV" to showcase places, events, news, and health issues for the Gay community. Currently, I host "Cox Karaoke" three nights a week in the greater Manchester NH area, and DJ in Boston. [www.coxkaraoke.com](http://www.coxkaraoke.com) Original Songs <http://soundcloud.com/george-cox-5/sets/george-cox-doorways/s-f0enh>



Beverley Black Hammond, MSW, LICSW

**Summary**

Experienced Licensed Independent Clinical Social Worker with strong clinical and good listening skills whose practice style is one of collaboration with clients to reduce any barriers to their wellness and to promote their highest potential for health in mind, body and spirit. Integrity and adherence to the National Association of Social Workers Code of Ethics is my guiding practice principal. Practice of holistic therapies for self-care enriches her practice with clients. Actively participates in continuing education for professional and personal growth.

**Experience**

**Medical Case Manager**

**2004-2018**

MVAP contract with Lakes Region General Hospital

- \*Medical Case Manager for clients enrolled in MVAP and the NH Ryan White Care Program
- \*Enrollment of clients in the NH Ryan White Care Program which provided clients access to Primary and Specialty Care and medications
- \*Six month reenrollments with clients
- \*Assessments and Service Plans with SMART goals focus
- \*Coordination with client's healthcare team and referrals to community resources
- \*Obtained fuel, utilities, housing and transportation assistance as needed for clients

**Employed directly by MVAP-Medical Case Manager-duties as above  
& May 2021-Present**

**2018-November 2020**

**Clinical Supervisor-MVAP**

**June 2018-September 2019**

Supervised 6 Medical Case Managers  
Reviewed Medical Case Manager's Client Service Plans  
Collaboration with Medical Case Managers regarding client's barriers to wellness and goals to address barriers developed jointly with clients  
Reflective listening with Medical Case Managers about challenging client situations and offering validation and suggestions  
Encouraged Medical Case Managers to practice self-care

**Lakes Region General Hospital- Laconia, NH**

**2018-May 2019**

**In patient Medical Social Worker**

\* Psychosocial assessments, advocacy and care coordination and community resources referrals for hospitalized patients and Emergency Room Social Work coverage

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**Beverley Black Hammond**

**Medical Outpatient Care Manager-Lakes Region General Hospital  
2012-2018**

\* Assessments, advocacy, coordination of community resources, coordination with healthcare providers for clients with multiple medical or psychosocial issues to reduce their Barriers to Wellness and promote their health and well-being

\* Care Plans developed jointly with clients

**VetLink Coordinator- Lakes Region General Hospital**

**2013-2018**

\* Referrals for Veterans to Veteran Services and community resources

\* Assisted Veterans in applying for Veterans Health Benefits

\* Support and advocacy for Veterans and family members

**Lakes Region General Hospital-Laonia, NH  
Care Manager**

**1992-2012**

\* Assessments, advocacy, coordination of community resources, coordination with healthcare providers and health promotion for clients enrolled in HealthLink, a hospital sponsored program for the uninsured

\* Development of Care Plans with clients to address their Barriers to Wellness

\* Two months follow-up calls and 6 month appointments with clients for care coordination

**Peaceful Journey Yoga:** Have taught yoga classes for 20 years in Chocorua, NH and facilitated a 3-day Yoga Retreat in Prince Edward Island, Canada in 2007.

#### **Education**

Bachelor's in Social Service-University of New Hampshire, Durham, NH

Master's in Social Work-Simmons College, School of Social Work, Boston, MA

Additional Trainings: Mind Body Medicine Institute, Boston, MA

UMass Center for Mindfulness, Worcester, MA

Certified Yoga Teacher, Kripalu Center for Yoga and Health, Stockbridge, MA

#### **Professional Association**

National Association of Social Workers, NH Chapter

#### **Volunteer Activities**

Coordinator of Dinner Bell, community outreach free Sunday meal-St. Andrew's Church,  
Tamworth, NH

2017-2019

#### **Social pleasures**

Spending time with family, yoga, nature, swimming, cooking and music

## **Kimberly Ann Geraci**

### **Work Experience**

**Merrimack Valley Assistance Program**

**December 2021 – Present**

**Manchester, NH**

**Senior Case Manager Coordinator**

- Provide case management to a caseload of 30-40 agency-eligible individuals living with HIV or AIDS who are enrolled in the Ryan White CARE Program, and assist them in remaining enrolled
- Provide harm reduction counseling in relation to sexual health, behavioral health, and substance use
- Assess the barriers of clients – with special attention to housing, food security, and access to healthcare – and provide supported referrals to appropriate services both within and outside of the agency
- Coordinate with medical providers, pharmacies, insurance companies, DHHS, and any indicated social service agencies to ensure care of each client's needs
- Work with clients to develop Individualized Service Plans to assist them in meeting their personal goals
- Document case notes and maintain electronic files for each client within three separate databases
- Respond to all inquiries from new and/or returning clients, process intakes to determine eligibility, and assign them to a case manager
- Provide supervision and support to case managers
- Recruit and interview applicants and train new hires

**Southern New Hampshire Services**

**February 2015 – December 2021**

**Concord, NH**

**Contracted to the NH Department of Health and Human Services – Division of Economic and Housing Stability**

**Lead Employment Counselor/Program Specialist – Assessment and Intervention Unit (AIU)**

- Provided individualized, time-sensitive, and trauma-informed case management services to statewide TANF recipients enrolled in the NH Employment Program and requesting the Family Violence Option good cause waiver, or who are otherwise experiencing barriers related to domestic and/or sexual violence
- Provided case management and crisis intervention services to TANF recipients experiencing acute mental health symptoms, actively using substances, and/or in recovery
- Conducted needs assessments using standardized screening tools to develop individualized service plans with action steps intended to remove barriers and increase a participant's safety, stability, and employability, with a long-term goal of attaining self-sufficiency
- Documented and maintained accurate and thorough case notes and electronic files for each client
- Provided clients with referrals to local crisis centers, legal services, behavioral health providers, housing programs, CAP agencies, family resource centers, and other indicated services

Geraci

- Educated clients regarding other available local, state, and federal assistance programs, and assisted them in navigating the application/redetermination processes for benefits through DHHS
- Provided education and training to DHHS staff and external community providers regarding NHEP, AIU services, policies, and procedures
- Trained and mentored new staff members within the AIU
- Tracked and compiled client-specific outcomes data to evaluate program effectiveness and impact

Greater Nashua Mental Health Center

September 2012 – February 2015

Nashua, NH

**Service Access Coordinator and Case Manager – Child and Adolescent Services**

- Responded to all requests, referrals, and inquiries regarding new and/or returning clients
- Educated parents/guardians and community members about the agency's services for children, adolescents, and families
- Triage and scheduled new clients for initial evaluations with therapists
- Provided callers with referrals to other departments and other community agencies as needed
- Obtained insurance information, verified coverage, and educated families regarding their benefits
- Collected and organized data relating to all intake calls, to be reported to the New Hampshire Bureau of Behavioral Health
- Provided targeted case management to patients enrolled in the medication support program
- Performed administrative assistant duties as needed, including front desk coverage, collections, and data entry

AmeriCorps Victim Assistance Program

September 2010 – August 2012

Nashua, NH

**Contracted to Bridges: Domestic and Sexual Violence Support**

**Child Advocate**

- Provided advocacy and crisis intervention to primary and secondary survivors of domestic violence, sexual assault, childhood sexual abuse, and stalking
- Supported and educated families at Child Advocacy Center (CAC) interviews
- Followed up with families after the CAC interviews to provide case management, support, personal advocacy, and referrals
- Coordinated with the multi-disciplinary team members - including DCYF, law enforcement, and prosecutors - to meet the practical and emotional needs of families
- Attended monthly case review meetings for southern Hillsborough County
- Maintained paperwork and statistics relating to all CAC interviews

**Geraci**

- Accompanied survivors to civil, criminal, and family court proceedings
- Co-facilitated support groups for adult survivors of childhood sexual abuse and non-offending caregivers of sexually-abused children

**Volunteer Work**

**Sexual Assault Support Services (now Haven)**

**September 2009 – August 2010**

**Portsmouth, NH**

**Client Service Advocate**

- Provided validation, education, and support to primary and secondary survivors of sexual violence
- Responded to calls on a 24-hour support line

**Education**

**Marlboro College**

**2009**

**Marlboro, VT**

**Bachelor of Arts – Psychology and American Studies**

# Jordan Lefebvre

## JORDAN LEFEBVRE

### MY PROFILE

A state licensed cosmetologist who has a passion for meeting people where they are at and making them look and feel their best!

### EDUCATION

2014 • Empire Beauty School - Lowell, MA  
Cosmetology Licensure

2013 • Alvirne High School  
Diploma

### EXPERIENCE

#### Merrimack Valley Assistance Program (MVAP) - Manchester, NH

##### Case Manager/Housing Coordinator

2022-Present

- Execute harm reduction focused screening and prevention through case management and provide support services such as basic needs for food, safe and stable housing, and appropriate health care, to 30+ clients who are living with HIV/AIDS.
- Spearhead information to clients agency-wide about housing options within MVAP, such as the Housing Opportunities with Persons with AIDS (HOPWA) Program, and outside of MVAP via other local housing authorities and programs to which they may be eligible for.
- Assist clients in applying for adequate housing, applicable programs, services, or benefits.
- Track active TBRA clients and determine who has applied for Section 8 or other housing vouchers, and when follow ups need to take place.
- Monitor and audit the HOPWA Subcontractors of MVAP to determine compliance with HOPWA and HUD regulations and laws.
- Educate and outreach to landlords, property owners, housing authorities and other state-wide agencies to bring awareness to MVAP and the HOPWA Program.
- Determine client eligibility for MVAP and the Ryan White CARE Program for active caseload and determine client eligibility for the HOPWA program for all MVAP clients.
- Develop goals for individual Care Plans with active caseload clients and review all housing related goals.
- Ensure HOPWA documentation requirements are met and collected for each request, including eligibility and proofs.
- Collaborate with NH DHHS and medical providers to provide a linkage to care for clients, with the goal of reducing new infections and transmission of HIV.
- Provide and disseminate safer practice materials such as condoms and lubricant, Naloxone, and facilitate access to syringe service programs.
- Request routine lab work from medical providers to review CD4 and Viral Load values for all active caseload clients and discuss these lab values with clients to educate about medication adherence and viral load suppression.

#### Nashua Housing Authority & Redevelopment - Nashua, NH

##### Housing Case Manager

2020-2022

- Determine client eligibility based on income, deductions and allowances, family composition, and compute housing assistance payments and family rental rates according to U.S Department of Housing and Urban Development (HUD) regulations.
- Effectively manage a caseload of over 150 Housing Choice Voucher (HCV) holders while maintaining excellent confidentiality of those who are participating in the program.
- Calculate annual income, determining initial eligibility, and calculating resident rents and total payments in accordance with related regulations; determining income allowances and deductions; and providing residents with relevant documentation.
- Process annual recertifications, interim changes such as rent increases and tenant-reported changes, and manage tenant moves including obtaining current third-party verification of participant information in accordance with program requirements.
- Conduct all job functions in alignment with the PHA's Administrative Plan, HUD regulations and other state and local requirements.
- Maximize the utilization of vouchers throughout the Section 8 (HCV) program by complying with HUD regulations and established PHA policies for program admission.
- Process voucher terminations and/or cancellations consistently and in compliance with applicable HUD regulations and established PHA policies.
- Oversee eligibility and intake activities for program applicants and participants and determine that required time frames have been met.
- Answer concerns between owners, tenants and the Public Housing Authority (PHA).
- Educate participants on program requirements and family obligations to report to PHA.
- Heavy data collecting to effectively report on participant/household data to HUD.
- Coordinate with landlords to obtain and/or provide documents including leases, HAP contracts, and affordability notifications.

#### Independent Contractor - Cosmetology Services

2014-Present



## Casey Lever

### Professional Summary

Knowledgeable Case Manager experienced in coordinating care for individuals who are experiencing homelessness, HIV/AIDS, Substance Misuse, etc.. Proactive and resourceful with strong knowledge of community resources. Strong communicator with passion for helping others. Hardworking and passionate job seeker with strong organizational skills eager to secure a new position. Ready to help team achieve company goals.



### Work History

#### Merrimack Valley Assistance Program - Case Manager

Manchester, NH

06/2021 - Current

- Conduct initial and on going comprehensive assessments for client needs and support systems.
- Provide thorough documentation.
- Partnered with local organizations to expand access to social and community services.
- Developed and implemented comprehensive case management plans to address client needs and goals.
- Coordinated services with other agencies, community-based organizations, and healthcare professionals to provide useful benefits to clients.
- Coordinated individual referrals to obtain community services, advocate for client needs and resolve roadblocks.
- Utilized trauma-informed approach to promote healing and empowerment for clients.
- Determine client eligibility for the NH CARE Program and HOPWA.

#### Families In Transition-Adult Emergency Shelter - Case Manager

Manchester, NH

08/2019 - 05/2021

- Outreach in the community to offer resources to persons experiencing homelessness, mental illness, substance misuse.
- Managed support services and fostered communication among social workers, therapists, hospital staff, and patients.

### Skills

- Patient Assessments
- Home Visits and Inspections
- Progress Evaluation
- Emotional Awareness
- Medication Side Effect Knowledge
- Multitasking and Organization
- Annual Case Reviews
- Case Notes
- Documentation
- EMR Systems
- Resource Identification
- Verbal and Written Communication
- Crisis Intervention

### Education

12/2015

Granite State College

Manchester, NH

Bachelor of Science: Psychology

06/2015

Granite State College

Manchester, NH

Associate of Science: Psychology

01/2003

Manchester Community College

Manchester, NH

Teaching Certificate: Education

- Documented case notes daily and coordinated follow-up for seamless case management.
- Coordinated individual referrals to obtain community services, advocate for client needs and resolve roadblocks.
- Assisted clients in navigating housing, legal services and public benefits to gain access to valuable resources.
- Referred clients to appropriate team members, community agencies and organizations to meet treatment needs.
- Utilized trauma-informed approach to promote healing and empowerment for clients.

06/2002

**Salem High School**

Salem, NH

GED

**Fed Ex Ground - Package Handler**

Manchester, NH

08/2017 - 11/2017

- Followed verbal and written instructions to properly move and ship products.
- Operated equipment while observing standard safety procedures.
- Alerted supervisors and coworkers of hazards and other issues for quick resolutions.
- Verified quantity and description of materials received by checking merchandise against packing list.
- Maintained clean, orderly work environment free of hazards.
- Followed safety regulations to maintain safe work environment.
- Loaded and unloaded materials onto and off of trucks for fast shipment.

**New Hampshire State Hospital - Mental Health Worker**

Concord, NH

06/2016 - 08/2017

- Observed and monitored client behavior and responses to treatment.
- Displayed sensitivity to cultural and linguistic needs of clients and families served.
- Worked collaboratively with other mental health professionals to provide consistent care and minimize diversion.
- Monitored client progress and provided feedback to families and treatment team members.
- Collaborated with medical and clinical personnel to coordinate and implement client services.
- Documented client progress in confidential files.
- Provide direct care to clients in a psychiatric care facility.
- Provide 1:1 observation of clients.

**Elliot Child Care Center - Assistant Toddler Teacher**

Manchester, NH

09/2007 - 09/2011

- Established positive relationships with students and families.
- Assisted in preparation of meals and snacks to provide children with proper nutrition.



- Supported students in developing self-esteem and self-confidence.
- Developed innovative activities to engage young children in learning process.
- Maintained well-controlled classrooms by clearly outlining standards and reinforcing positive behaviors.
- Promoted physical, academic, and social development by implementing diverse classroom and outside activities.
- Documented behavior, development and learning of children to enable tracking history and maintain accurate records.
- Actively encouraged children to develop their communication, problem-solving and social skills.
- Organized activities to teach preschool children foundational learning skills such as letters and numbers.
- Maintained tidy environment to comply with cleanliness and sanitation standards.

#### **New Beginnings Child Care Center - Lead Pre-School Teacher**

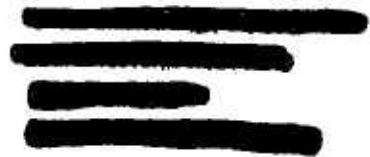
Manchester, NH

06/2002 - 07/2007

- Observed children to identify individuals in need of additional support and developed strategies to improve assistance.
- Motivated teaching staff to continually improve strategies and maximize student learning.
- Established guidelines for teacher performance, lesson planning and compliance with established procedures.
- Worked with teaching staff to evaluate individual progress and recommend appropriate learning plans.
- Educated students in foundational concepts such as shapes, numbers, and letters.
- Provided open and loving environment where children direct learning process.
- Completed documentation on individual children and teachers for recordkeeping.
- Addressed behavioral and learning issues with parents and daycare management.
- Maintained well-controlled classrooms by clearly outlining standards and reinforcing positive behaviors.
- Sanitized toys and play equipment each day to maintain safety and cleanliness.

# Taylor Cordeiro

Current case manager seeking new career opportunities.



## EXPERIENCE

### **Camp Mowglis — Camp Counselor**

June 2017 - August 2017

Responsible for children and adolescents during their 7-week long overnight stay at camp, teaching crucial life skills outside of technology.

Work with a large team for the overall wellbeing and growth of the campers.

### **Washington County Mental Health Services — Behavioral Interventionist**

May 2018 - October 2019

Provide clients with one-on-one support within a residential clinical setting.

Provide clients with direct supervision, supportive counseling, social skill building, daily living skills and medication adherence.

Client advocacy, problem solving and crisis management.

Maintain ongoing data collection, and billing information.

### **Rutland Mental Health — Therapeutic Case Manager**

November 2019 - March 2023

Provide community based case management for children and youth experiencing mental health, behavioral and/or emotional barriers.

Provide client and families with direct one-on-one support, in addition to being an advocate for their needs, problem solving, and provide crisis management.

Provide supportive counseling, social skill building, emotional regulation skills, and daily living skills.

Schedule and facilitate team, and coordinate service plans meetings.

Record clinical documentation in a timely manner.

Review and complete treatment plans.

Receive and monitor case management waitlist, providing interim support, and assigning cases to case management team.

## SKILLS

Client advocacy and support.

Proficient documentation.

Crisis management.

Life and mental health skill building.

Organization and communication.

Leadership.

## PROJECTS

### **Rainbow Connections (2022)**

Co-lead and facilitated a LGBTQ+ group for children, adolescents, and their guardians to provide a safe space for learning and expression.

**Merrimack Valley Assistance Program — Case Manager**

April 2023 - Current

Provide office and community based one-on-one support for individuals living with HIV/AIDS.

Coordination with Ryan White CARE Program.

Supportive services securing food, housing and other insecurities.

HIV/AIDS education and supportive services.

Medicaid, Medicare, and marketplace insurance applications.

Documentation of services completed in a timely manner.

**EDUCATION**

**Norwich University, Northfield, VT — Bachelors of Science in Psychology**

May 2019

Related Course Studies Developmental Psychology, Biopsychology, Forensic Psychology, Experimental Psychology, Cognition, Personality Theory, Abnormal Psychology, Adolescent Psychology, Perception, Learning and Memory, Cultural Psychology, Racial and Cultural Minorities, Psychology and Law, and Drugs and Society

**Carlos Ariel Schmidt**

**Skills**

- Social health care services professional
- Skilled in conducting counseling sessions and providing emotional support to patients and their families.
- Exceptional bilingual communication skills in both English and Spanish utilizing simultaneous translation
- Ability to coordinate with medical personnel on all levels, including admissions/discharge planning, nursing staff and physicians to ensure continuum of quality patient care.
- Intensive training and multi-year experience in the fields of Mental Health, Diabetes, Substance Abuse Disorder, HEP C and HIV/AIDS

**Medical Certifications**

2020 Medical Interpreter Certificate (Spanish)  
2018 Community Health Worker Certification  
2016 Phlebotomist Certification  
2014-2020 Applications Counselor Certification  
2004 Nurses Aid/Home Health Certification  
2004 Medical Assistant Certificate CPR And First Aid Certified

**Experience**

Merrimack Valley Assistance Program Manchester  
Case Manager

NH May 2023

- patient home visits
- housing evaluation (temporary shelter/permanent housing)
- assistance in accessing local community resources.
- community meal programs
- medical appointment transport
- management of patient files including health care enrollment and renewals
- interpretation services as needed.

Greater Lawrence Family Health Center, Lawrence MA  
Medical Case Manager/Patient Support Coordinator

Mar 2012 – August 2020

- Responsible for coordination of multi-level patient services from initial health care plan through the recovery process:
- patient home visits
- housing evaluation (temporary shelter/permanent housing)
- assistance in accessing local community resources.
- community meal programs
- medical appointment transport
- management of patient files including health care enrollment and renewals
- interpretation services as needed.
- continuing education for updating certifications.

Love & Care Home Care, Chicopee, MA  
Medical Case Manager

May 2011 – Jan 2013

- management of patient support services (meals, housing, transport)
- maintenance of patient health and insurance files

- interpretation services as needed.
- continuing education for updating certifications.
- administrative office skills

**Prior Experience**

Wingate Rehabilitation Center, West Springfield, MA  
Medical Case Manager/Medical Assistant

June 2007-November 2012

**Education**

Health and Human Services- Associates Springfield College- 2005  
Holyoke High School Diploma -2003

Merrimack Valley Assistance Program, Inc .

SFY24

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$17,000                              |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$20,250                              |
| George Cox       | Case Manager                     | \$18,000                              |
| Beverley Hammond | Case Manager                     | \$18,000                              |
| Kim Geraci       | Senior Case Manager Coordinator  | \$11,250                              |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$12,000                              |
| Casey Lever      | Case Manager                     | \$10,250                              |
| Taylor Cordeiro  | Case Manager                     | \$10,250                              |
| Carlos Schmidt   | Bilingual Case Manager           | \$12,000                              |

Merrimack Valley Assistance Program, Inc

SFY25

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$29,000                              |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$27,500                              |
| George Cox       | Case Manager                     | \$24,500                              |
| Beverley Hammond | Case Manager                     | \$24,500                              |
| Kim Geraci       | Senior Case Manager Coordinator  | \$14,000                              |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$14,000                              |
| Casey Lever      | Case Manager                     | \$13,500                              |
| Taylor Cordeiro  | Case Manager                     | \$13,500                              |
| Carlos Schmidt   | Bilingual Case Manager           | \$14,500                              |

Merrimack Valley Assistance Program, Inc

SFY26

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$29,500                              |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$28,000                              |
| George Cox       | Case Manager                     | \$25,000                              |
| Beverley Hammond | Case Manager                     | \$25,000                              |
| Kim Geraci       | Senior Case Manager Coordinator  | \$14,000                              |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$14,000                              |
| Casey Lever      | Case Manager                     | \$13,500                              |
| Taylor Cordeiro  | Case Manager                     | \$13,500                              |
| Carlos Schmidt   | Bilingual Case Manager           | \$14,500                              |



Merrimack Valley Assistance Program, Inc

SFY27

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$29,500                              |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$28,000                              |
| George Cox       | Case Manager                     | \$25,000                              |
| Beverley Hammond | Case Manager                     | \$25,000                              |
| Kim Geraci       | Senior Case Manager Coordinator  | \$14,000                              |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$14,500                              |
| Casey Lever      | Case Manager                     | \$14,000                              |
| Taylor Cordeiro  | Case Manager                     | \$14,000                              |
| Carlos Schmidt   | Bilingual Case Manager           | \$15,000                              |

Merrimack Valley Assistance Program, Inc

SFY28

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$29,500                              |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$28,000                              |
| George Cox       | Case Manager                     | \$25,000                              |
| Beverley Hammond | Case Manager                     | \$25,000                              |
| Kim Geraci       | Senior Case Manager Coordinator  | \$14,000                              |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$14,500                              |
| Casey Lever      | Case Manager                     | \$14,000                              |
| Taylor Cordeiro  | Case Manager                     | \$14,000                              |
| Carlos Schmidt   | Bilingual Case Manager           | \$15,000                              |

Merrimack Valley Assistance Program, Inc

SFY28

Key Personnel

| Name             | Job Title                        | Salary Amount Paid from this Contract |
|------------------|----------------------------------|---------------------------------------|
| Daniel Amato     | Executive Director/Case Manager  | \$3,000                               |
| Dennis Morrison  | Senior Case Manager Coordinator  | \$5,000                               |
| George Cox       | Case Manager                     | \$5,000                               |
| Beverley Hammond | Case Manager                     | \$5,000                               |
| Kim Geraci       | Senior Case Manager Coordinator  | \$7,000                               |
| Jordan Lefebvre  | Case Manager/Housing Coordinator | \$6,000                               |
| Casey Lever      | Case Manager                     | \$6,000                               |
| Taylor Cordeiro  | Case Manager                     | \$6,000                               |
| Carlos Schmidt   | Bilingual Case Manager           | \$7,000                               |