ARC

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

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

35

August 29, 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 for Behavioral Health, to enter into an amendment to an existing contract with Harbor Homes, Inc. (VC#155358), Nashua, NH, to continue to provide Facilitating Organization services and program support for Recovery Community Organizations and Recovery Centers, by exercising a contract renewal option by extending the completion date from September 30, 2023 to June 30, 2025 and increasing the price limitation by $13,624,000 from $8,400,000 to $22,024,000, effective September 30, 2023, upon Governor and Council approval. 45.09% Federal Funds. 10.67 % General Funds. 44.24% Other Funds (Governor Commission and Opioid Abatement Trust).

The original contract was approved by Governor and Council on March 23, 2022, item #33 and most recently amended with Governor and Council approval on December 21, 2022, item #26.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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 for the Contractor to continue to maintain and expand infrastructure as well as provide program support to the existing twelve (12) Recovery Community Organizations and the Recovery Community Centers providing Peer Recovery Support Services across New Hampshire. One (1) Recovery Community Center in Northern Coos County will be added; bringing the total to 20 recovery centers. Outreach and supplies will also be provided to individuals experiencing homelessness. Additionally, continued capacity development support and ensuring adherence to the New Hampshire Recovery Community Organization Standards of Excellence will be maintained. Lastly, the Department, at the direction of the Opioid Abatement Commission, is allocating funding to support the facilitating organization work of the Contractor while a review of sustainable funding is conducted.

Approximately 61,500 peer recovery support services including recovery coaching, telephone recovery support, and in-center activities, are provided annually.

The Contractor will continue serving individuals in NH who are 18 years of age and older, their families and caregivers who are seeking to gain, maintain, or enhance their recovery from substance misuse. The Contractor will continue to serve as the Facilitating Organization for the State's Recovery Community Organizations, as well as provide oversight and support to the recovery community centers. Facilitating Organization services include project management,

training, technical assistance, billing functions, compliance monitoring, quality improvement assistance, data collection, and monitoring outcome measures.

The Department will continue to monitor services through the review of monthly, quarterly, and annual reports, to ensure:

- Individuals in recovery from substance use concerns, including opioid and/or stimulant use disorders, receive comprehensive recovery support services;
- Certified Recovery Support Workers on staff at NH Recovery Community Organizations receive supervision as required by the NH Board of Licensing for Alcohol and Other Drug Use Professionals; and
- Individuals receiving recovery coaching demonstrate significant improvement, statistically, in development of physical, mental, social, and cultural assets that support maintenance of recovery.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to five (5) years and six (6) months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year and nine (9) months of the four (4) years and nine (9) months available.

Should the Governor and Council not authorize this request, access to community-based Peer Recovery Support Services will be limited, which may result in individuals accessing additional intensive treatment services, and some may continue substance use leading to negative, medical, legal, and child welfare consequences for themselves, their families, and NH communities. Additionally, the Department's strategy to address substance misuse and substance use disorders may be negatively impacted, with fewer individuals gaining and maintaining recovery.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAINs TI083326, TI085759, and TBD, and Assistance Listing Number 93.959, FAINs TI083464, TI084659, TI083509, and B08TI085821.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92055501	$280,000	$0	$280,000
2023	074-500585	Community Grants	92055501	$720,000	$0	$720,000
			Subtotal	$1,000,000	$0	$1,000,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92058501	$545,000	$0	$545,000
2023	074-500585	Community Grants	92058501	$505,000	$0	$505,000
2023	074-500589	Welfare Assistance	92058501	$795,000	$0	$795,000
2024	074-500589	Welfare Assistance	92058501	$325,000	$1,150,000	$1,475,000
2025	074-500589	Welfare Assistance	92058501	$0	$1,475,000	$1,475,000
			Subtotal	$2,170,000	$2,625,000	$4,795,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92057501	$0	$0	$0
2023	074-500585	Community Grants	92057501	$1,000,000	$0	$1,000,000
2024	074-500589	Welfare Assistance	92057502	$250,000	$1,750,000	$2,000,000
2025	074-500589	Welfare Assistance	92057502	$0	$2,000,000	$2,000,000
			Subtotal	$1,250,000	$3,750,000	$5,000,000

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Svs	92057048	$575,000	$0	$575,000
2023	074-500585	Community Grants	92057048	$575,000	$0	$575,000
2023	074-500589	Welfare Assistance	92057058	$1,500,000	$0	$1,500,000
2024	074-500589	Welfare Assistance	92057058	$680,000	$0	$680,000
2024	074-500589	Welfare Assistance	92057062	$0	$1,725,000	$1,725,000
2025	074-500589	Welfare Assistance	92057062	$0	$575,000	$575,000
			Subtotal	$3,330,000	$2,300,000	$5,630,000

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92056505	$650,000	$0	$650,000
			Subtotal	$650,000	$0	$650,000

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% OTHER FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	92053950	$0	$2,121,000	$2,121,000
2025	102-500731	Contracts for Prog Svc	92053950	$0	$2,828,000	$2,828,000
			Subtotal	$0	$4,949,000	$4,949,000
			Grand Total	*$8,400,000*	*$13,624,000*	*$22,024,000*

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #33), and as amended on December 21, 2022 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $22,024,000

3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 45.09% Federal funds

         1.1.1. 25.56% NH State Opioid Response (SOR) 2 Project, as awarded on August 9, 2021, by the US Department of Health and Human Services (US DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.788, FAIN TI083326, and NH SOR 3 Project, as awarded on September 23, 2022, by the US DHHS, SAMHSA, CFDA #93.788, FAIN TI085759; and SOR 3B, ALN 93.788, FAIN TBD, are anticipated to be available effective 9/30/2023, pending the receipt of the Notice of Award from SAMHSA.

         1.1.2. 14.99% Substance Abuse Prevention and Treatment Block Grant, as awarded on September 16, 2021, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI083464; and Substance Abuse Prevention and Treatment Block Grant, as awarded on February 10, 2022, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI084659; and as awarded on June 15, 2023, by the US DHHS SAMHSA, Assistance Listing Number 93.959, FAIN B08TI085821

         1.1.3. 4.54% Substance Abuse Prevention and Treatment Block Grant, as awarded on

March 11, 2021, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI083509.

1.2. 10.67% General funds.

1.3. 44.24% Other funds

1.3.1. 21.77% Governor's Commission

1.3.2. 22.47% Opioid Abatement Trust Fund

5. Modify Exhibit C, Payment Terms, Section 3, to read:

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 Exhibit C-1, SFY2022 Budget through Exhibit C-4, Amendment #2, SFY2025 Budget.

6. Modify Exhibit C, Payment Terms, Section 5., by adding Subsection 5.7.9., to read:

5.7.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, such as pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3).

7. Modify Exhibit C, Payment Terms, Section 5., by adding Subsection 5.7.10., to read:

5.7.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b.

8. Modify Exhibit C, Payment Terms, Section 5., by adding Subsection 5.7.11., to read:

5.7.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.

9. Modify Exhibit C, Payment Terms, Section 11, to read:

11. The Contractor must provide the services in Exhibit B, Amendment #2, Scope of Services, in compliance with funding requirements.

10. Modify Exhibit C, Payment Terms, Section 12, to read:

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Amendment #2, Scope of Services, including failure to submit required monthly and/or quarterly reports.

11. Modify Exhibit C-3, Amendment #1, SFY2024 Budget, by replacing it in its entirety with Exhibit C-3, Amendment #2, SFY2024 Budget, which is attached hereto and incorporated by reference herein.

12. Add Exhibit C-4, Amendment #2, SFY2025 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 30, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/31/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Harbor Homes, Inc.

8/31/2023
Date

DocuSigned by:
Henry Och
81C8428BDB93407...
Name: Henry Och
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/1/2023
Date

DocuSigned by:
Robyn Guarino
74673404491400...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this Agreement to Recovery Community Organizations in New Hampshire that provide Peer Recovery Support Services to individuals with Substance Use Disorder and their families.

1.2. For the purposes of this Agreement, all references to days shall mean business days.

1.3. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.

2. Scope of Services

2.1. The Contractor shall continue to provide facilitating organization services for the 12 currently subcontracted Recovery Community Organizations (RCOs) in NH that provide Peer Recovery Support Services to individuals with Substance Use Disorder (SUD) and their families. The Contractor shall ensure services include, but are not limited to:

2.1.1. Providing funding and assistance for operational and programmatic support to each RCO.

2.1.2. Supporting the provision of quality Peer Recovery Support Services (PRSS) within each of the selected Recovery Centers that reside within the RCOs.

2.1.3. Facilitating monthly RCO Leadership Meetings. The Contractor shall:

2.1.3.1. Connect RCOs with PRSS-related statewide resources.

2.1.3.2. Develop objectives for increasing capacity and quality improvement of PRSS.

2.1.3.3. Provide a forum for shared learning about changes in the field of PRSS.

Provide information to participants about available resources and funding opportunities.

2.2. The Contractor shall enter into subcontracts with the 12 existing RCOs, within 90 days of the effective date of the awarded contract. The Contractor shall:

2.2.1. Provide a copy of each executed RCO subcontract to the Department within five (5) days of contract execution; and

2.2.2. Modify current subcontracts as required, or enter into new subcontracts for new Recovery Centers, located within existing RCOs, as approved by the Department.

2.3. In collaboration with the local community, the Contractor shall establish and

enter into a subcontract for a new Recovery Center in Northern Coos County that meets all requirements for recovery centers identified in this Agreement.

2.4. The Contractor shall ensure all subcontracted RCOs:

2.4.1. Provide:

2.4.1.1. Services within a minimum of one (1) Recovery Center;

2.4.1.2. Recovery Coaching;

2.4.1.3. Telephone Recovery Support;

2.4.1.4. A venue for recovery mutual support meetings;

2.4.1.5. Additional Recovery Support Services as determined by the local Recovery Community and the Facilitating Organization, that may include but are not limited to:

2.4.1.5.1. Parenting and Family Support Programs.

2.4.1.5.2. Outreach and distribution of supplies to individuals experiencing homelessness.

2.4.1.5.2.1. The Contractor shall ensure at least three (3) RCOs, or more as determined between the Contractor and the subcontracted RCOs, conduct outreach and distribute supplies to individuals experiencing homelessness.

2.4.1.5.3. Collaborative recovery programs with community agencies.

2.4.1.5.4. Transportation assistance related to recovery supports.

2.4.2. Engage with:

2.4.2.1. Local and regional partners including, but not limited to:

2.4.2.1.1. Regional Public Health Network, as listed on the Department's website: https://www.dhhs.nh.gov/programs-services/population-health/regional-public-health-networks, to participate in continuum of care development work.

2.4.2.1.2. Regional Doorway.

2.4.2.1.3. Mental Health Peer Support Services within the community.

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

2.4.4. Comply with all applicable state and federal laws, rules, and regulations.

2.5. The Contractor shall work with each RCO to develop annual work plans that identify goals and action steps to reach set goals. The Contractor shall ensure the work plan reflects each RCO's administrative capacity and readiness and includes, but is not limited to:

2.5.1. Meeting New Hampshire Recovery Community Organization Standards of Excellence (NHRCOSE).

2.5.2. Medicaid enrollment and billing.

2.5.3. Capacity building.

2.5.4. Sustainability planning.

2.5.5. Service development.

2.6. The Contractor shall provide back-office support functions, as needed, for all subcontracted RCOs. The Contractor shall ensure support functions include, but are not limited to assistance with:

2.6.1. Human resource activities.

2.6.2. Information technology.

2.6.3. Policy and procedure development.

2.6.4. Grant writing.

2.6.5. Compliance monitoring.

2.6.6. Quality improvement.

2.6.7. Data collection and management.

2.7. The Contractor shall ensure billing services are available to each RCO until the RCO can perform billing functions on their own. Billing functions shall include, but are not limited to:

2.7.1. Credentialing for insurance billing.

2.7.2. Submitting claims for PRSS participant services covered by Medicaid to the appropriate Managed Care Organization (MCO).

2.7.3. Disbursing payments received from MCOs to the appropriate RCO.

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

2.8.1. Work with each RCO that plans to open a new Recovery Center to

develop a written plan that includes, but is not limited to:

2.8.1.1. The current organizational structure of the RCOs Recovery Center or the RCOs readiness to open a Recovery Center, as appropriate.

2.8.1.2. The process for acquiring and/or rehabilitating a facility to serve as a Recovery Center.

2.8.1.3. The RCOs financial viability to support the Recovery Center.

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

2.8.2.1. Peer Recovery Coaching Services.

2.8.2.2. Telephone Recovery Support Services.

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

2.8.2.4. Family dynamics of addiction and recovery.

2.8.2.5. Application of ethical codes for CRSWs and volunteers.

2.8.2.6. Information Security, Privacy, and Health Insurance Portability and Accountability Act (HIPAA) training.

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

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

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

2.9. The Contractor shall monitor each RCO to ensure compliance with subcontract requirements through activities which may include, but are not limited to:

2.9.1. In-person or virtual bi-monthly meetings.

2.9.2. In-person site visits.

2.9.3. Quarterly meetings.

2.9.4. Telephonic and email correspondence.

2.9.5. Ad hoc meetings, as needed to address real-time issues.

2.10. The Contractor shall utilize logistical and other support, as directed by the Department, to facilitate a Community of Practice that allows RCO administrators and leaders to establish and strengthen cooperation,

collaboration, and informal mentoring among RCOs. The Contractor shall:

2.10.1. Organize regular on-going meetings of the PRSS Community of Practice.

2.10.2. Ensure meetings are widely advertised to all RCOs, statewide and to other PRSS stakeholders.

2.11. The Contractor shall work to ensure RCOs are prepared to meet or exceed New Hampshire Recovery Community Organization Standards of Excellence (NHRCOSE), which includes 28 standards of excellence organized under six (6) domains, as follows:

2.11.1. RCO Structure and Staffing;

2.11.2. Board of Directors (BOD);

2.11.3. Assessment and Planning;

2.11.4. Workforce Development;

2.11.5. Operations; and

2.11.6. Evaluation and Monitoring.

2.12. The Contractor shall provide current, baseline status of each of the existing RCOs, to the Department, within 30 days of the effective date of the Agreement. The Contractor shall ensure current, baseline status information includes, but is not limited to:

2.12.1. Status of meeting NHRCOSE standards in accordance with 2.11 above.

2.12.2. Specific areas of PRSS expertise.

2.12.3. Recovery Coaching

2.12.4. Telephone Recovery Services.

2.12.5. Location and service hours of the current Recovery Centers.

2.12.6. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).

2.12.7. Status of Medicaid enrollment, contracting and credentialing with Managed Care Organizations (MCOs) and billing for PRSS.

2.12.8. Annual budget to include all funding sources.

2.12.9. Status of an organizational sustainability plan.

2.13. The Contractor shall collaborate with technical assistance providers, as directed by the Department, to develop and provide training and technical assistance.

2.14. The Contractor shall provide training and technical assistance to each

subcontracted RCO to ensure that all RCOs meet all requirements set forth in this RFP.

2.15. The Contractor shall implement a data collection and organization process approved by the Department that includes:

2.15.1. Providing each RCO access to and training on the RecoveryLink™ recovery-based electronic data collection system as identified and approved by the Department.

2.15.2. Ensuring all RCOs enter data into RecoveryLink™, including but not limited to:

2.15.2.1. Demographics, that include but are not limited to:

2.15.2.1.1. Gender.

2.15.2.1.2. Age.

2.15.2.1.3. Ethnicity.

2.15.2.1.4. Race.

2.15.2.1.5. Veteran Status.

2.15.2.1.6. Sexual Orientation.

2.15.2.2. Outcome Measures that include, but are not limited to:

2.15.2.2.1. Substance use.

2.15.2.2.2. Crime and criminal justice.

2.15.2.2.3. Employment and education.

2.15.2.2.4. Stability in housing.

2.15.2.2.5. Reliable transportation.

2.15.2.2.6. Social connectedness.

2.15.2.2.7. Income.

2.15.2.2.8. Health insurance coverage.

2.15.2.2.9. Recovery capital, as measured by Brief Assessment of Recovery Capital (BARC-10) scores.

2.15.2.2.10. Quality of life.

2.16. The Contractor shall collaborate with the Department and other providers identified by the Department to:

2.16.1. Provide information necessary for the Department to evaluate and monitor the Contractor's performance of services;

2.16.2. Ensure the RCOs are operating and providing services per

NHRCOSE and CRSW standards; and

2.16.3. Evaluate PRSS provided by RCOs individually and on an aggregate level, including participant level outcomes.

2.17. The Contractor shall actively promote the availability, purpose, and value of PRSS across New Hampshire. The Contractor shall ensure promotional activities include, but are not limited to:

2.17.1. Presenting at local and state-wide meetings, workshops and conferences in conjunction with RCO leadership. The Contractor shall ensure information for presentations includes, but is not limited to:

2.17.1.1. Location.

2.17.1.2. Date.

2.17.1.3. Title of meeting, workshop(s), or conference(s).

2.17.2. Other activities approved by the Department.

2.18. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2.19. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to ensure compliance with the contractual requirements.

2.20. State Opioid Response (SOR) Grant Standards

2.20.1. The Contractor shall establish formal information sharing and referral agreements between the RCOs and the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

2.20.2. The Contractor shall ensure individuals receiving services rendered from SOR funds report past or current use of, or being at risk of using opioids or stimulants.

2.20.3. The Contractor shall coordinate completion of Government Performance Results Act initial interview and associated follow-ups at six (6) months and discharge for individuals referenced in Subsection 2.20.1 with Regional Doorways.

2.20.4. The Contractor shall ensure RCOs provide services as referenced in Section 2. to eligible individuals who:

2.20.4.1. Receive Medication for OUD (MOUD) services from other providers, including the individual's primary care provider;

2.20.4.2. Have co-occurring mental health disorders; or

2.20.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.20.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:

2.20.5.1. Treatment in this context includes the treatment of OUD.

2.20.5.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.

2.20.5.3. This cannabis restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

2.20.6. The Contractor shall ensure Naloxone kits are available to individuals at each RCO. Naloxone kits may be obtained through coordination with the local Doorways, or by purchasing directly with SOR funding.

2.20.7. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

2.20.7.1. Internal policies for the distribution of test strips;

2.20.7.2. Distribution methods and frequency; and

2.20.7.3. Other key data as requested by the Department.

2.20.8. The Contractor shall collaborate with the Department and other SOR funded vendors to improve Government Performance and Results Act (GPRA) collection.

2.20.9. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

3. Exhibits Incorporated

3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3.3. The Contractor shall comply with all Exhibits D through K, which are attached

hereto and incorporated by reference herein.

4. Reporting Requirements

4.1. The Contractor shall provide monthly updates of data captured from RecoveryLink™, including, but not limited to BARC-10 scores, in a format approved by the Department, including but not limited to SOR specific reporting.

4.2. The Contractor shall provide quarterly updates that detail activities completed as described in Subsection 2.4.1.5.2., including, but not limited to:

4.2.1. Names of RCOs that were funded to participate as described in Subsection 2.4.1.5.2.1.

4.2.2. Number of outreach activities conducted in the previous quarter.

4.2.3. Number of resources that are distributed.

4.2.4. Number of outreach encounters completed in the previous quarter.

4.3. The Contractor shall provide quarterly reports with de-identified information that includes, but is not limited to:

4.3.1. Updates on the current status for each RCO under subcontract, including, but not limited to:

4.3.1.1. Status of meeting NHRCOSE standards in accordance with 2.12 above.

4.3.1.2. Specific areas of PRSS expertise.

4.3.1.3. Recovery Coaching and qualifications of staff providing recovery coaching including supervision.

4.3.1.4. Telephone Recovery Services.

4.3.1.5. Location and service hours of the current Recovery Centers.

4.3.1.6. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).

4.3.1.7. Status of Medicaid enrollment, contracting and credentialing with Managed Care Organizations (MCOs) and billing for PRSS.

4.3.1.8. Annual budget to include all funding sources.

4.3.1.9. Status of an organizational sustainability plan.

4.3.2. Information on RCO trainings and Communities of Practice conducted, including but not limited to:

4.3.2.1. Type of training provided.

4.3.2.2. Topic.

4.3.2.3. Number of attendees.

4.3.3. Number of RCOs provided support for human resource and/or billing functions.

4.3.4. Activities undertaken to promote the availability, purpose and value of PRSS.

4.3.5. Programmatic highlights from RCOs.

4.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.5. The Contractor shall submit an annual report for State Fiscal Year 2024 to the Department no later than 30 days after the end of State Fiscal Year 2024. The annual report must include aggregate, de-identifiable data only, including, but not limited to:

4.5.1. Current status of each RCO under contract.

4.5.2. Number and type of Peer Recovery Support Services (PRSS) provided by each RCO.

4.5.3. Total number and type of PRSS provided across all RCOs.

4.5.4. Number and type of trainings provided.

4.5.5. Amount of payments billed to insurance by the Contractor, on behalf of the RCOs.

4.5.6. Total amount of payments billed to insurance across all RCOs.

4.5.7. Participant data for each RCO, including:

4.5.7.1. PRSS engagements and activities; and

4.5.7.2. Significant changes and/or differences to recovery capital and outcomes, as indicated through the Brief Assessment of Recovery Capital (BARC-10) measures.

4.5.8. Participant data across all RCOs, which includes:

4.5.8.1. Participant demographics;

4.5.8.2. PRSS engagements and activities; and

4.5.8.3. Statistically significant changes and/or differences in recovery capital and outcomes as indicated through BARC-10 measures.

4.6. When applicable, the Contractor shall collect and share data with the Department as requested, and in a format approved by the Department.

5. Performance Measures

5.1. The Contractor shall ensure:

5.1.1. A minimum of 20 Recovery Centers are open and providing PRSS;

5.1.2. A minimum of 3 RCOs conduct outreach and distribute supplies to

individuals experiencing homelessness;

5.1.3. RCOs are ensuring CRSWs on staff receive supervision, as required by the NH Licensing Board;

5.1.4. On average, the increase in BARC-10 scores from baseline to current for individuals receiving recovery coaching is statistically significant; and

5.1.5. 40% of RCOs provide documentation demonstrating preparation to meet or exceed NHRCOSE standards.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

6.2.1. The Contractor shall 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.

6.3. Credits and Copyright Ownership

6.3.1. The Contractor must ensure all documents, notices, press releases, research reports and other materials prepared by the Contractor and/or the subcontracted RCOs during or resulting from the performance of the services of the Agreement shall include the following statements:

6.3.1.1. "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

6.3.1.2. "The views and opinions expressed within (this report, document etc.) are those of (Contractor Name or

Subcontracted RCO Name) and do not necessarily reflect the views or positions of the State of New Hampshire, Department of Health and Human Services."

6.3.2. All materials produced or purchased by the Contractor under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

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

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

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

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

7. Records

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

7.1.1. 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.

7.1.2. All records shall 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

7.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet. Profit and Loss Statement at the organization and entity level, and Cash Flow Statement for the Contractor. All statements shall be reflective of the entire Harbor Care organization and shall be submitted once reviewed and approved by the Board, but no later than the 30th of the following month. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, ~~less~~ less

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

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

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover, the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets

8.1.4.1. Rationale: This ratio, is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition; The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 0.30:1, with a 20% variance allowed.

8.1.5. Total Lines of Credit

8.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.

8.1.5.2. The contractor will report on any new borrowing activities.

8.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.

8.2. In the event that the Contractor's annual audit reflects an operating loss, or the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand or the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Compliance with all of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

8.2.3. Does not meet the reporting timeframe; then

8.2.3.1. The Department may:

8.2.3.1.1. Require the Contractor meet with Department staff to explain the reasons the Contractor has not met the standards.

8.2.3.1.2. Require the Contractor to submit a comprehensive corrective action plan within 20 calendar days of notification that any provisions outlined in Section 8.2 have not been met. The corrective action plan shall include:

8.2.3.1.2.1. The specific reason(s) the Contractor did not achieve the standard.

8.2.3.1.2.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for non-compliance.

8.2.4. Notwithstanding, Form P-37, General' Provisions. Paragraphs 8. Event of Default/Remedies, and 9, Termination;

8.2.4.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional Information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within five (5) business days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, monthly Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

8.5. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management. Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for, any other reason.

8.6. The Program-level Profit and Loss Statement for the Facilitating Organization shall be submitted at the time of invoice. The Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program, and shall include a budget column allowing for budget to actual analysis.

Exhibit C-3, Amendment #2
SFY2024 Budget

New Hampshire Department of Health and Human Services

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: July 1, 2023 through June 30, 2024

	Total Program Cost			General Operations			Northern Coos County Recovery			Homeless Outreach		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 529,035	$ 52,904	$ 581,939	$ 502,160	$ 50,216	$ 552,376	$ 26,875	$ 2,688	$ 29,563	$ -	$ -	$ -
2. Employee Benefits	$ 129,110	$ 12,912	$ 142,022	$ 121,060	$ 12,107	$ 133,167	$ 8,050	$ 805	$ 8,855	$ -	$ -	$ -
3. Consultants	$ 37,381	$ 3,738	$ 41,119	$ 37,381	$ 3,738	$ 41,119	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 7,500	$ 750	$ 8,250	$ 7,500	$ 750	$ 8,250	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 425	$ 43	$ 468	$ 425	$ 43	$ 468	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 25,000	$ 2,500	$ 27,500	$ 23,200	$ 2,320	$ 25,520	$ 1,800	$ 180	$ 1,980	$ -	$ -	$ -
7. Occupancy	$ 17,300	$ 1,730	$ 19,030	$ 17,300	$ 1,730	$ 19,030	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,872	$ 487	$ 5,359	$ 4,872	$ 487	$ 5,359	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 25	$ -	$ 25	$ 25	$ -	$ 25	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 663	$ 66	$ 729	$ 663	$ 66	$ 729	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 800	$ 80	$ 880	$ 800	$ 80	$ 880	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 3,359	$ 336	$ 3,695	$ 3,359	$ 336	$ 3,695	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 225,428	$ 22,543	$ 247,971	$ 220,928	$ 22,093	$ 243,021	$ 4,500	$ 450	$ 4,950	$ -	$ -	$ -
10. Marketing/Communications	$ 16,011	$ 1,601	$ 17,612	$ 16,011	$ 1,601	$ 17,612	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 57,114	$ 5,711	$ 62,825	$ 52,114	$ 5,211	$ 57,325	$ 5,000	$ 500	$ 5,500	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 6,219,614	$ 621,962	$ 6,841,576	$ 5,811,294	$ 581,129	$ 6,392,423	$ 226,502	$ 22,650	$ 249,152	$ 181,818	$ 18,182	$ 200,000
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 7,273,637	$ 727,363	$ 8,001,000	$ 6,819,092	$ 681,908	$ 7,501,000	$ 272,727	$ 27,273	$ 300,000	$ 181,818	$ 18,182	$ 200,000

Indirect As A Percent of Direct 10%

HO

8/31/2023

Exhibit C-4, Amendment #2
SFY2025 Budget

New Hampshire Department of Health and Human Services

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: July 1, 2024 through June 30, 2025

	Total Program Cost			General Operations'			Northern Coos County Recovery			Homeless Outreach		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 590,488	$ 59,049	$ 649,537	$ 562,263	$ 56,226	$ 618,489	$ 28,225	$ 2,823	$ 31,048	$ -	$ -	$ -
2. Employee Benefits	$ 177,150	$ 17,715	$ 194,865	$ 168,675	$ 16,868	$ 185,543	$ 8,475	$ 848	$ 9,323	$ -	$ -	$ -
3. Consultants	$ 42,819	$ 4,282	$ 47,101	$ 42,819	$ 4,282	$ 47,101	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 6,000	$ 600	$ 6,600	$ 6,000	$ 600	$ 6,600	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,000	$ 100	$ 1,100	$ 1,000	$ 100	$ 1,100	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 21,800	$ 2,180	$ 23,980	$ 20,000	$ 2,000	$ 22,000	$ 1,800	$ 180	$ 1,980	$ -	$ -	$ -
7. Occupancy	$ 22,000	$ 2,200	$ 24,200	$ 22,000	$ 2,200	$ 24,200	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 5,400	$ 540	$ 5,940	$ 5,400	$ 540	$ 5,940	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,200	$ 120	$ 1,320	$ 1,200	$ 120	$ 1,320	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,800	$ 580	$ 6,380	$ 5,800	$ 580	$ 6,380	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 252,550	$ 25,255	$ 277,805	$ 248,050	$ 24,805	$ 272,855	$ 4,500	$ 450	$ 4,950	$ -	$ -	$ -
10. Marketing/Communications	$ 20,550	$ 2,055	$ 22,605	$ 20,550	$ 2,055	$ 22,605	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 48,000	$ 4,800	$ 52,800	$ 46,500	$ 4,650	$ 51,150	$ 1,500	$ 150	$ 1,650	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 5,057,970	$ 505,797	$ 5,563,767	$ 4,647,925	$ 464,793	$ 5,112,718	$ 228,227	$ 22,823	$ 251,050	$ 181,818	$ 18,182	$ 200,000
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 6,252,727	$ 625,273	$ 6,878,000	$ 5,798,182	$ 579,818	$ 6,378,000	$ 272,727	$ 27,273	$ 300,000	$ 181,818	$ 18,182	$ 200,000
Indirect As A Percent of Direct		10%										

HO

8/31/2023

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.

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 D30F4007F2BD413...
(Name & Title)
Joel Jaffe

Board Chairman

HARBHOM-01 SKARAM

ACORD

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).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED Harbor Homes, Inc. 77 Northeastern Blvd Nashua, NH 03062-3128	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Ins Co 18058 INSURER B : Columbia Casualty 31127 INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY			PHPK2572322	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Prof Liability						MED EXP (Any one person)	$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
							Prof Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK2572327	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB870727	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
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

Department of Health & Human Services
State of New Hampshire
129 Pleasant St.
Concord, NH 03301

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

Sean Parnell

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 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 HARBHOM-01
Harbor Homes, Inc.
dba Harbor Care
77 Northeastern Boulevard
Nashua NH 03062

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		01-0000147046-00	11/26/2022	11/26/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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

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

CANCELLATION 30 days/10 days non-payment

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
Marc R Berube

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

HARBOR HOMES, INC.

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.

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

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

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

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.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

ASSETS

	Without Donor Restrictions	With Donor Restrictions	2022	2021
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	137,715	–	137,715	17,788
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	166,698	–	166,698	181,513
Total noncurrent assets	239,440	217,237	456,677	505,027
Total assets	$34,373,584	$839,918	$35,213,502	$36,018,501

LIABILITIES AND NET ASSETS

	Without Donor Restrictions	With Donor Restrictions	2022	2021
Current liabilities:				
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 related expenses	570,256	–	570,256	1,051,815
Other liabilities	232,447	–	232,447	310,204
Total current liabilities	2,840,797	–	2,840,797	3,139,691
Long-term liabilities:				
Accrued payroll, vacation and 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	410,671	–	410,671	443,181
Total long-term liabilities	22,530,737	–	22,530,737	23,160,638
Total liabilities	25,371,534	–	25,371,534	26,300,329
Net assets:				
Without donor restrictions:				
Undesignated	9,002,050	–	9,002,050	9,232,741
With donor restrictions	–	839,918	839,918	485,431
Total net assets	9,002,050	839,918	9,841,968	9,718,172
Total liabilities and net assets	$34,373,584	$839,918	$35,213,502	$36,018,501

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 Donor Restrictions	With Donor 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 - 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 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 Donor Restrictions	With Donor Restrictions	2022	2021
Nonoperating (expense) revenue:				
Investment (loss) return, net	$ (8,405)	$ (17,971)	$ (26,376)	$ 93,982
Total nonoperating (expense) revenue	(8,405)	(17,971)	(26,376)	93,982
(Deficiency) excess of revenues over expenses	(449,120)	572,916	123,796	253,923
Net assets released from restrictions – capital acquisitions	218,429	(218,429)	–	–
Change in net assets	(230,691)	354,487	123,796	253,923
Net assets, beginning of year	9,232,741	485,431	9,718,172	9,464,249
Net assets, end of year	$ 9,002,050	$ 839,918	$ 9,841,968	$ 9,718,172

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

	Program Services	Management and General	Fundraising and Development	2022	2021
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 Services	Management and General	Fundraising and 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	952,533	–	–	952,533	917,399
Total functional expenses before depreciation expense	31,425,006	6,309,222	390,897	38,125,125	36,665,692
Depreciation expense	964,018	504,363	821	1,469,202	1,491,813
Total functional expenses	$32,389,024	$6,813,585	$391,718	$39,594,327	$38,157,505

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

	2022	2021
Cash flows from operating activities:		
Change in net assets	$ 123,796	$ 253,923
Adjustments to reconcile change in net assets 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	476,060	220,978
Cash flows from investing activities:		
Purchase of property and equipment	(442,939)	(366,151)
Net cash used by investing activities	(442,939)	(366,151)
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	112,656	(406,449)
Net change in cash, cash equivalents and restricted cash	145,777	(551,622)
Cash, cash equivalents and restricted cash, beginning of year	6,030,813	6,582,435
Cash, cash equivalents and restricted cash, end of year	$6,176,590	$ 6,030,813
Reconciliation of the statement of cash flow to the statements of financial position:		
Cash and cash equivalents	$5,373,589	$ 5,274,455
Restricted cash	803,001	756,358
Total cash, cash equivalents and restricted cash	$6,176,590	$ 6,030,813
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	$ 754,844	$ 780,724
Property acquired through the issuance of a notes payable	$ –	$ 551,000

See accompanying notes.

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.

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.

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.

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.

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.

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.

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.

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.

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	3,127,324
Financial assets available to meet general expenditures over the next year	$7,878,232

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:

	2022	2021
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	26,105	24,127
	$803,001	$756,358

4. Patient Accounts and Other Accounts Receivables

Other accounts receivable consist of the following at June 30:

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

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

	2022	2021
Medicaid/Medicare	$178,418	$188,930
Other	154,046	104,184
	$332,464	$293,114

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:

	Level 1	Level 2	Level 3	Total
2022				
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	–	–	217,237	217,237
	$72,742	$ –	$217,237	$289,979
2021				
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	–	–	235,208	235,208
	$88,306	$ –	$235,208	$323,514

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	59,696
Ending balance, June 30, 2021	235,208
Investment loss, net of fees	(17,971)
Ending balance, June 30, 2022	$217,237

6. Property and Equipment

Property and equipment consists of the following at June 30:

	2022	2021
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	20,750	–
	39,908,083	39,465,144
Less accumulated depreciation	(14,734,954)	(13,265,752)
	$ 25,173,129	$ 26,199,392

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.

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.

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:

Property/Security	Monthly Payment Amount	Interest Rate	Interest Type	Maturity Date	2022 Principal Balance	2021 Principal Balance
615 Amherst Street, Nashua, NH	$ 19,631	4.00%	Adjustable	September 2042	$ 3,283,031	$ 3,384,225
75-77 Northeastern Boulevard, Nashua, NH	15,311	3.92%**	Adjustable	February 2052	3,197,109	3,269,898
75-77 Northeastern Boulevard, Nashua, NH	6,177	5.00%	Fixed	September 2029	1,187,065	1,201,443
335 Somerville Street, Manchester, NH	7,879	6.77%	Adjustable	December 2033	1,069,593	1,090,917
335 Somerville Street 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 inventory	3,419	1.00%	Fixed	April 2022	–	47,625
Software	3,419	1.00%	Fixed	June 2022	–	42,457
					14,098,984	14,729,172
Notes payable issuance costs					(57,804)	(60,658)
Current portion					(530,482)	(655,636)
					$13,510,698	$14,012,878

* 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.

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	11,334,508
	$14,098,984

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.

10. Notes Payable (Continued)

Deferred notes payable are as follows at June 30:

	2022	2021
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	65,000	65,000
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	385,000	385,000
Total FHLB	1,583,747[1]	1,583,747[1]
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	1,000,000	1,000,000
Total NHHFA	4,032,349[2]	4,032,349[2]
	$7,568,496	$7,568,496

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

11. Net Assets With Donor Restrictions

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

	2022	2021
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	–
	622,681	250,223
Perpetuity:		
Beneficial interest in assets held by others	217,237	235,208
	$839,918	$485,431

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.

12. Patient Service Revenues (Continued)

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

	2022	2021
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	140,704	137,045
	$5,941,669	$5,794,398

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

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

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

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.

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 Homes*	Harbor Homes II, Inc.	Harbor Homes III Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	SARC - Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Eliminations	2022	2021
Assets												
Current assets:												
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
Total current assets	9,090,040	44,448	56,543	28,600	2,077,773	609,381	72,994	139,755	345,023	(2,880,861)	9,583,696	9,314,082
Property and equipment, net	19,063,577	240,978	183,049	254,409	4,551,229	292	798,389	81,206	–	–	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	166,098	–	–	–	–	–	–	–	600	–	166,698	181,513
Total other assets	456,077	–	–	–	–	–	–	–	600	–	456,677	505,027
Total assets	$28,609,694	$ 285,426	$ 239,592	$ 283,009	$ 6,629,002	$ 609,673	$ 871,383	$ 220,961	$ 345,623	$(2,880,861)	$35,213,502	$36,018,501
Liabilities and Net Assets												
Current liabilities:												
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 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
Total current liabilities	4,695,004	306,628	35,470	18,396	106,270	169,288	348,687	41,915	–	(2,880,861)	2,840,797	3,139,691
Long-term liabilities:												
Accrued payroll, vacation 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
Total long-term liabilities	15,955,804	196,100	153,240	517,576	5,003,958	25,791	595,368	2,030	80,870	–	22,530,737	23,160,638
Total liabilities	20,650,808	502,728	188,710	535,972	5,110,228	195,079	944,055	43,945	80,870	(2,880,861)	25,371,534	26,300,329
Net assets (deficit):												
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
Total net assets (deficit)	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
Total liabilities and net assets	$28,609,694	$ 285,426	$ 239,592	$ 283,009	$ 6,629,002	$ 609,673	$ 871,383	$ 220,961	$ 345,623	$(2,880,861)	$35,213,502	$36,018,501

* 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 Homes*	Harbor Homes II, Inc.	Harbor Homes III Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	SARC Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Eliminations	2022	2021
Support and Revenues												
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 Homes, Inc.	HUD I, Inc.	HUD VI, Inc.	HH Plymouth, LLC	2022	2021
Assets						
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
Liabilities and Net Assets						
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 Homes, Inc.	HUD I, Inc.	HUD VI, Inc.	HH Plymouth, LLC	2022	2021
Support and Revenues						
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 Services	Management and General	Fundraising and 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

	Program Services	Management and General	Fundraising and Development	2022	2021
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	$ 30,327,809	$ 6,345,807	$ 379,996	$ 37,053,612	$ 33,773,649

HARBOR CARE

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

(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)

NAME	POSITION	OCCUPATION	RESIDENCE	CATEGORY
Thomas I. Arnold	Director	Retired – Former City Solicitor, Manchester, NH		Civic Leader
Vijay Bhatt	Director	Information Technology – Harvard Pilgrim Health Care		Business Leader
Rosemarie Dykeman	Director	Former Social Services Director Salvation Army		Civic Leader
Sekondi Foster	Director	Business – BAE Systems Executive Assistant		Business Leader
Jared Freilich	**Treasurer**	Business – VP Bank of America, Merrill Lynch		Business Leader
Laurie Goguen	**Asst. Secretary**	Business – Linahan Limousine, Customer Service		Civic Leader/Consumer
Joel Jaffe	**Secretary**	Retired – Business, Hewlett Packard		Civic Leader
Alison C. Madden, MD	Director	Health Care – St. Joseph Hospital Vice President of Medical Affairs, Chief Medical Officer		Civic Leader
Lanna Martin	Director	Business – BAE Systems, Senior Financial Analyst		Business Leader
Edward McDonough	**Asst. Treasurer**	Non-Profit Agency Director – Gate House Treatment		Civic Leader
Richard Plante	**Vice Chair**	Retired – Military		Civic Leader
Daniel Sallet	**Chair**	Business – BAE Systems, VP Finance/Electronic Systems		Business Leader

Henry J. Och MBA

Executive Summary

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

Professional Experience

President and Chief Executive Officer 2022-Present
Harbor Care Nashua, NH

I lead the organization's strategic initiatives and community relations efforts. As CEO, I am responsible for setting the strategic direction and vision for the organization. In collaboration with the board of directors, I lead the management team in carrying out objectives as established in Harbor Care's strategic plan. Key duties include:

- Lead a team of experienced health and human services executives
- Lead donor engagement efforts
- Establish a shared vision for success across all service lines
- Work with community partners to establish a continuum of care to benefit the people of Greater Nashua and the state of New Hampshire
- Maintain a positive and inclusive workplace culture
- Maintain the financial health of the organization

Chief Operations Officer 2020-2022
Harbor Care Nashua, NH

I led the continued transformation of Harbor Care's service delivery model to provide integrated and innovative patient services across the state of New Hampshire. I oversaw the day-to-day operations of all service lines. This includes a Health Care for the Homeless Program with a 340B pharmacy, a residential addiction treatment facility, several group homes, housing and home health programs and programs designed to provide care for Veterans in the state of New Hampshire. Key accomplishments and activities include:

- Designated as the COVID-19 Incident Commander for the organization managing all facets of testing and vaccination efforts
- Implemented many systems to support the ongoing day to day operations of Harbor Care
- Developed a framework plan to end Chronic Homelessness in Nashua which has resulted in housing over 100 households in a two-year period
- Implemented a structured "Annual Operations Plan" which coordinates all of Harbor Care's activities
- Re-established the dental program and mobile clinic within the FQHC
- Led the FQHC to achieve Patient Centered Medical Home (PCMH) recognition
- Led the FQHC to a HRSA Operational Site Visit with no findings
- Contributed to the organization's development efforts by engaging key donors and cultivating relationships
- Built and maintained collaborations and broad networks with local, regional, and state partners to advance Harbor Care's mission

- Contributed to the writing of many grants which enhanced services and technology infrastructure
- I represented the organization at local, state and federal levels

Chief Operations Officer/Chief Information Officer 2013-2020
Lowell Community Health Center Lowell, MA

Directly supervised a wide array of clinical and administrative departments including primary and specialty care, health information, information technology (IT), information systems, centralized call center, patient service center and facilities management. I was responsible for the development and implementation of strategic objectives to meet the needs of our patients and organizational goals. I have represented the health center at the local, state and national levels.

- Designed Lowell CHC's operations management model which was recognized by the US Health Resources Services Administration as a national best practice
- Launched a state-of-the-art eye care center with clinical and retail optical services in collaboration with the New England College of Optometry
- Launched a new dental clinic comprised of 16 dental exam rooms
- Led a $26 million clinic expansion project adding 65,000 square feet of clinic space to the health center
- Led the health center's US Health Resources Services Administration operational requirements readiness which resulted in a perfect 19/19 site visit compliance score in 2017
- Led the organization's Joint Commission readiness efforts which resulted in re-accreditation and Joint Commission Patient Centered Medical Home (PCMH) recognition in 2015
- Partnered with the Chief Medical Officer to expand services to include specialty care comprised of podiatry, neurology and dermatology
- Implemented process improvements resulting in a 15% reduction in clinic visit cycle times thereby improving the patient experience
- Directly involved in federal, state and private grant development efforts which have brought Lowell CHC nearly $3 million in grant funding since 2009
- Led a $1 million construction project in collaboration with Lowell General Hospital which resulted in onsite lab, ultrasound, mammography and radiology services
- Participated in the implementation of the Wellforce Accountable Care Organization and supported the launch of the Lowell Behavioral Health Community Partners program
- Participated in donor cultivation and engagement in support of the health center's capital campaign and annual fund
- Coached, mentored and led multidisciplinary personnel and teams to achieve multiple objectives within the health center's strategic plan
- Developed the organization's information technology strategic plan

Chief Information Officer/Director of Operations 2005-2020
Lowell Community Health Center Lowell, MA

Directed the strategic planning and implementation of enterprise systems in support of health center operations to improve cost effectiveness, service quality, and overall patient care. Responsible for all aspects of the organization's information technology infrastructure and information systems, health information and facilities management departments. Designated project manager for many cross functional projects.

- Project manager for the organization's $42 million construction project and expansion effort which included consolidation of most existing sites as well as the addition of a 340B pharmacy program
- Project manager for a $1 million clinic expansion initiative to support Lowell CHC's Metta Health Center
- Project manager for the Centers for Medicare & Medicaid Services "Meaningful Use" project which has generated nearly $1 million in incentive payments

- Collaborated with the Chief of Quality and other clinical leaders to pursue and obtain the National Committee for Quality Assurance's PCMH Level III recognition
- Successfully led the organization's electronic health record implementation project
- Implemented effective patient flow improvements such as a centralized patient call center, streamlined medical record management processes and patient registration processes
- Member of the Massachusetts eHealth Institute's Legal and Privacy Workgroup which supported the development of the Commonwealth of Massachusetts' statewide health information exchange (Mass HIway)
- Designated as the organization's HIPAA privacy officer, information security officer and compliance officer

Adjunct Professor 2010-2015
University of Massachusetts Lowell, MA

Provide classroom instruction for graduate students in the Health Informatics and Health Management programs within the University of Massachusetts' College of Health Sciences.

- Developed and instructed the "Project Management in Healthcare" graduate course
- Developed and instructed the "Electronic Health Record (EHR) Systems" graduate course
- Worked with faculty staff and a medical record software vendor to provide a hosted EHR to the University for instruction purposes

Director of Information Technology 2003-2005
Information Technology Coordinator 1999-2003
Lowell Community Health Center Lowell, MA

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

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

Material Testing Laboratory Coordinator 1997-1999
Joan Automotive Industries / Joan Fabrics Lowell, MA

Applications Developer 1996-1997
HB Fuller Corporation Wilmington, MA

Education

William James College Expected 2026
Doctorate in Leadership Psychology (PsyD)

The University of Massachusetts at Lowell Completed 2021
Master's in Business Administration, concentration Healthcare Management

Harvard University Completed 2006
Master's in Liberal Arts in extension studies, concentration in Information Management Systems

The University of Massachusetts at Lowell Completed 2000
Bachelor of Science in Business Administration, concentration in Management Information Systems

Certifications and Awards

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

Professional Associations, Board and Volunteer Experience

- Board Member and Treasurer – ACT Lawrence, a community development corporation, Lawrence, MA
- Board Member – Family Services of the Merrimack Valley, Lawrence, MA
- Board Member – The Boys and Girls Club of Greater Lowell, MA
- Member - American Public Health Association
- Member - American College of Healthcare Executives
- Member - International Information System Security Certification Consortium
- Member - Project Management Institute
- Member - Association of Latino Professionals for America
- Past Member - Massachusetts Region 3 Health and Medical Coordinating Coalition Governing Board (Ambulatory Care Lead)
- Past Member - Fortaleza Advocacy group - working on bridging the academic achievement gap for Latino youth in the Lowell Public School system
- Past Lead - Coach for Lowell CHC's staff running group

Military Experience

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

Overseas Military Deployments:

Operations Officer, ISAF Headquarters, Afghanistan 2014

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

Infantry Platoon Leader, 182nd Infantry Regiment, Kosovo 2006-2007

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

Other Skills

Native language proficiency in written and spoken Spanish

[References available upon request]

William E. Belecz Manchester, NH 03101

Executive Summary

Over 25 years of executive experience overseeing a wide range of functional areas with a strong background in strategic planning, business development, finance, information systems and technology, and operations.

Employment History

HARBOR Care, INC.
Chief Operating Officer
2023 – Present

Reporting to the Chief Executive Officer (CEO), leads all day-to-day operations of one of New Hampshire's largest health and human services organization:

- Ensures the organization meets all outcomes and regulations for various federal, state, and local contracts, government/foundation grants, and audits.
- In consultation with the CEO, develops and implements operational plans, monitors progress, and adjust plans as necessary to achieve objectives.
- Oversee the following functional areas:
  - Federally Qualified Health Center (FQHC) program
  - Home Health Agency
  - Housing
  - Military Veteran Service
  - Facilities

REGIONAL HEALTH REACH
Chief Executive Officer
2021 – 2023

- Directs the strategic, operational, personnel, and budgetary aspects of the Federally Qualified Health Center Healthcare for the Homeless program, including a mobile medical unit and the street medicine program
- Provides leadership, vision, and direction for the FQHC and develops organizational strategy in cooperation with the Board of Directors (BOD)
- Implements policies approved by the BOD and seeks opportunities to develop projects and partnerships that further the organizational mission
- Identifies community needs, particularly for homeless populations. Establish and maintain positive relationships with existing and potential funding sources
- Successfully manages the HRSA grant and other grants to meet all reporting, financial, and regulatory requirements
- Identifies funding opportunities and helps write successful proposals to finance new strategies and maintain current programs
- Maintains compliance with financial, operational, quality, and regulatory governance
- Maintains positive working relationship with the Health Resources and Services Administration Project Officer

William E. Belecz

REGIONAL HEALTH REACH | REGIONAL HEALTH SERVICES
Executive Director
2021 – 2023

- Directs the strategic, operational, personnel, and budgetary aspects of the Federally Qualified Health Centers (FQHC), including Healthcare for the Homeless, School Based Healthcare, and a 25 site, 90K patient subrecipient
- Provides leadership, vision, and direction for the FQHCs and develops organizational strategy in cooperation with the Board of Directors (BOD)
- Implements policies approved by the BOD and seeks opportunities to develop projects and partnerships that further the organizational mission
- Identifies community needs, particularly for homeless populations. Establish and maintain positive relationships with existing and potential funding sources
- Successfully manages the HRSA grant and other grants to meet all reporting, financial, and regulatory requirements
- Identifies funding opportunities and helps write successful proposals to finance new strategies and maintain current programs
- Maintains compliance with financial, operational, quality, and regulatory governance
- Maintains positive working relationship with the Health Resources and Services Administration Project Officer
- Oversees the management and growth of the Health System's Empire State Support Housing Initiative (ESSHI)
- Oversees the Health Systems' National Health Service Corps program and Multicultural Health Center project

TRILLIUM HEALTH
Senior Vice President, Programs and Services, Chief Operating Officer, Chief Information Officer
2015 – 2021

Directed overall operations, organizational development, sexual health, community health support services (food, housing, and transportation), harm reduction/syringe exchange, government relations and advocacy, grant office, information systems and technology, facilities, security, project management, and work process improvement.

- Recipient of the Rochester Business Journal's *2020 and 2021 Health Care Heroes – COVID-19 Heroes* award
- Successfully prepared the organization for becoming a Federally Qualified Health Center, achieving designation in August 2016
- Oversaw the acquisition and renovation of a 26,000 square foot facility to house newly acquired women's health and pediatrics practices and the opening of a new pharmacy
- Co-led the acquisition of The MOCHA Center (Men of Color Health Awareness – focusing on improving the health of men having sex with men) and Pathway Pediatrics
- Rolled out the organizations first Mobile Access Clinic and implemented many patient-centric processes and tools including telemedicine, a patient portal, automated appointment reminders, a call center, an online self-scheduling system, and automated self-check-in including the use of biometrics and kiosks
- Co-led a tele-medicine initiative expanding the organization's HIV, Hepatitis C, and PrEP services, key components of New York State's plan to end the AIDS epidemic
- Led the organization's emergency management function including the pandemic response, transitioning to 100% remote capability within two weeks, establishing a COVID testing center and vaccination program, and introducing pharmacy curbside and at-home services
- Restructured the marketing department, introducing a personal relationship marketing campaign and increasing patient census over 20% year over year

- Worked with the CEO and VP of Human resources in developing the organizations first workplace inclusiveness and diversity initiative
- Achieved designation by the National Association of Community Health Centers as an *Advocacy Center of Excellence*
- Achieved recognition as a leader in LGBTQ healthcare equality by the Human Rights Campaign five consecutive years
- Oversaw the development of the organizations KPI Dashboard and cost accounting system
- Restructured the IT function into infrastructure, Informatics, and business intelligence teams and implemented a help desk process
- Upgraded and improved the organization's virtual environment and storage area network, improving reliability and scalability
- Served as Information Security Officer and established the foundation of the organizations cyber-security program

UNIVERSITY OF ROCHESTER MEDICAL CENTER
Vice President Operations and Business Analysis, Chief Information Officer
2013 – 2015

As a member of the Visiting Nurse Service Executive Team reporting to the CEO, participated in strategic planning, new business development, operating and capital budgeting, contracting, development, and work process improvement; supported the agency's Patient Family Centered Care and Employee Satisfaction initiatives; served on organization boards and collaborated with community partners.

Directed the overall operations of Visiting Nurse Signature Care, a licensed home care services agency (LHCSA) of Visiting Nurse Service, including home health aide, private duty nursing, and managed long-term care.

Directed the Information Systems & Technology function; directed staff; developed and implemented telecommunications and information systems strategies; oversaw the implementation of new technology and the maintenance and support of enterprise systems; established standards; prepared budgets and controlled expenses.

Directed the overall operations of the Meals On Wheels program including the coordination of meal preparation and delivery, volunteer services, development and marketing, budgeting, and grant management.

Directed Environmental Services including building operations and maintenance, food vending services, copy center services, courier service, and employee security escort services; directed employee safety initiatives; developed and maintained agency-wide emergency preparedness plans.

UNIVERSITY OF ROCHESTER MEDICAL CENTER
Vice President Information Systems and Technology
2000 – 2013

Directed the Information Systems & Technology function; directed staff; developed and implemented telecommunications and information systems strategies; oversaw the implementation of new technology and the maintenance and support of enterprise systems; established standards; prepared budgets and controlled expenses; served as HIPAA Security Officer.

Directed the overall operations of the Meals On Wheels program including the coordination of meal preparation and delivery, volunteer services, development and marketing, budgeting, and grant management.

Directed Environmental Services including building operations and maintenance, food vending services, copy center services, courier service, and employee security escort services; directed employee safety initiatives; developed and maintained agency-wide emergency preparedness plans.

As Project Director for the School of Medicine and Dentistry, directed and supported the implementation of an integrated registration, scheduling, billing and clinical dental information system for the University of Rochester Medical Center and Eastman Institute of Oral Health.

- Served as project manager for establishing the Managed Long Term Care program, a new program and revenue stream for VNS Signature Care
- Worked with the executive team in developing and implementing a pay-per-visit compensation plan for professional visiting staff.
- Co-chaired the Transition Coaching Macmillan Matrix and program development.
- Assisted in transitioning the agency from fee-for-service to episodic reimbursement for both Medicare and Medicaid.
- Directed the implementation of a disease management telehealth program.
- Developed and implemented a wound care pilot utilizing digital cameras.
- Led agency-wide employee recruitment and retention initiatives as Chair of the *People Pillar*.
- Successfully negotiated (as part of a team) the acquisition of FLVNS.
- Led many corporate work process improvement initiatives using tools such as Total Quality Management, Six Sigma and McMillan Matrix
- Served as the HIPPA Security Official and established and enforced HIPAA information security and privacy policies and standards.
- Successfully implemented many new information systems including a laptop-based clinical information system, dental electronic health system, Human Resources & Payroll systems, and Home Health Aide scheduling and billing systems.
- Migrated the agency IT infrastructure to a virtual environment with increased redundancy and improved performance.
- Rebranded Meals On Wheels and worked with Dixon Schwabl in organizing the Meals On Wheels 50th anniversary fund raising gala.
- Developed the Meals On Wheels "Premier Program" strategic plan and directed initiatives that led to increased funding, program awareness and growth, and achieved MOWAA Magnet Accreditation

VISITING NURSE SERVICE
Manager, Information Technology & Network Services
1993 – 2000

Established, planned, and administered the overall policies and goals for the Information Technology and Network Services department. Responsible for the administration of all voice and data network services, in a multi-platform, multi-site, 400-user environment (Novell, NT, UNIX). Managed the agency's telecommunications systems, including PBX's, voice mail, cellular and pager systems, and local/long distance network.

- Developed an interactive voice response system to capture Home Health Aide visit data, eliminating the need for daily visit sheets, and worked with vendors to create interfaces to the billing and payroll systems.
- Co-championed a Telemedicine pilot conducted in cooperation with American Telecare and Kodak.
- Led the Technology Team as part of the agency's Strategic Design Initiative, an effort to reorganize the company into Service Delivery Units.
- Provided technical leadership in the acquisition of an infusion therapy pharmacy, including the implementation of a new pharmacy billing and information system.
- Managed the agency's Y2K preparedness team and ensured all systems and programs were year 2000 compliant.
- Developed and maintained corporate contingency and disaster recovery plans.
- Designed and implemented various database applications for agency departments.
- Developed and maintained corporate Internet Web site.

VISITING NURSE SERVICE
Information Systems Coordinator (1990 – 1993)
1990 – 1993

- Acted as the IS Project Manager for moving the company to a new facility and expanding into a second facility a year later. Responsibilities included developing voice and data network specifications.
- Developed, maintained, and supported database applications in Dbase III for agency departments.
- Generated and distributed agency management reports utilizing Lotus and UNIX scripts.
- Provided end-user software and hardware support to the agency's UNIX system users.

Core Proficiencies

- Advocacy and Government Relations
- Acquisitions and Mergers
- Budgeting
- Consumer Experience
- Dental
- Emergency Preparedness
- Environmental Services/Facilities
- Finance
- Grant Management
- Healthcare, Homecare, and Hospice
- Information Systems & Technology
- Information Security
- Innovation
- Marketing
- New Business Development
- Operations
- Pharmacy 340B
- Project Management
- Safety and Security
- Strategic Planning
- Telehealth
- Work Process Improvement

Education

Simon School of Business, University of Rochester, Rochester, NY
Master of Business Administration

Rochester Institute of Technology, Rochester, NY
Master of Science, Information Technology

State University of New York at Plattsburgh; Plattsburgh, NY

William E. Belecz

Bachelor of Science, Computer Science, Business minor

Healthcare Business Academy, NorthStar Network
Fellow

Villanova University
Certificate in Six Sigma Black Belt and Lean Six Sigma

National Association of Community Health Centers (NACHC)
Certificate in Advocacy

Professional Affiliations

Current

- National Healthcare for the Homeless Council
- International Street Medicine Institute
- Member, Health Information Management Society (HIMS)
- Chair, Corn Hill Arts Festival

Past

- Board of Directors
  - NY Statewide Health Center Controlled Network (NYS-HCCN), Former Board Chair
- Member, Community Health Center Association of NYS (CHCANYS)
  - Member, Membership Committee
  - Member, Technology Committee
  - Member, Health Information Technology & Quality Insurance Committee
  - Member, Tele-Medicine Task Force
- Member, National Association of Community Health Centers (NACHC)
  - Member, Membership Committee
  - Member, LGBTQ Health Task Force
-
- Board of Directors, Finger Lakes Visiting Nurse Service of Ontario County
  - Chair, Professional Advisory Committee
- Board of Directors, The Advocacy Center
  - Member, Executive Committee
  - Treasurer, Finance Committee
  - Member, Technology Committee
  - Chair, Development Committee
- Board of Directors, Mount Hope Family Center
- Member, Finance Committee, Out Alliance
- Member, FLPPS Monroe County NOCN
- Member, Anthony Jordan HEAL17 Executive Steering Committee
- Member, Greater Rochester Home Health Network (GRHHN) Operations Sub-Committee
- Member, McKesson Horizon Homecare Advisory Committee
- Member, National Association for Home Care (NAHC)
- Member, Meals On Wheels Association of America (MOWAA)
- Member, VNAA IT Leaders Group
- Member, Digital Rochester
- Volunteer, Meals On Wheels
- Rochester RHIO transition of care discharge planning workgroup
- Volunteer, Habitat for Humanity
- Co-Chair, Corn Hill Holiday House Tour
- Assistant Director, Corn Hill Arts Festival

William E. Belecz

- Board of Directors, Corn Hill Neighbors Association
  - Treasurer
  - Member, Corn Hill Arts Festival Management Committee

Ana Pancine, MBA

Nashua, NH

Summary

Results-driven finance executive possessing progressive experience managing finance and accounting functions. Experienced with financial operations, accounting, reporting, asset, liability and balance sheet management, forecasting, controls, operational efficiencies, and financial analysis. Versatile leader promoting accountability and integrity, dedicated to more efficient operations through innovation and technology. Implements system and management strategies to increase transparency, efficiency, and accurate deliverables. Decisive and motivated change agent actively seeking opportunities to lead positive change with integrity in an innovative environment.

Professional Experience

Harbor Homes Inc. **Nashua, NH** **November 2007 – Present**
Chief Revenue Officer **August 2018 – Present**

- Supervise and manage the Business/Finance Office team composed of 15 staff members, performing duties such as A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/private/self-pay billing.
- Manage the overall strategy and optimization of revenue cycle operations, systems, policies and procedures to apply an improvement to charges, claims, payments, collections, and A/R, denials, and reporting of results and analysis.
- Solicited and successfully developed budget proposals for grant applications securing governmental funds to support operations and maintaining consistent service delivery.
- Responsible for reviewing and negotiating financial terms for federal and state contracts.
- Accountable for driving better integration and alignment between all revenue-related functions: Including creating revenue model development, analysis and changes to maximize revenue.
- Monitor the effectiveness of collection efforts and ensure that insurance billings are current within the established period specified in the department policy. Manage all other revenue pipelines of each revenue stream to determine in advance the level of risk to obtaining desired goals and what adjustments should ultimately be implemented.
- Monitor timeliness and effectiveness of billing department activities, ensuring that outstanding patient accounts and accounts receivables are no more than the agreed-upon limit and that bad debt is within the budgeted target.
- Manage program revenue by reviewing and tracking all contracts on a monthly basis, and ensure all funds are fully invoiced/ billed accordingly to funders by contract/grant deadline.
- Work closely with the CFO and other C_suite and executive leaders to continually improve the alignment of each functional group to support the business development organizational structure, legal, finance, compensation, hiring and selection criteria, and rewards and recognition.

- Assist the CFO in managing and implementing financial performance measures that support the PSL's strategic directions.
- Work closely with each PSL program manager to develop a goal to meet budget responsibilities to ensure ongoing financial viability for programs.
- Work closely with the Compliance Officer or designee to prepare and revise the fiscal operations procedures manual and ensure implementation of these.
- Work closely with the Grants and Strategy department to develop new lines of business and grow existing lines of business. This includes the development of new budgets, forecasting, and trend analysis.
- Internal and external reports for State & Federal projects.
- Provide support to CFO on all special projects; serve as back up for this position.
- Prepare complex financial statements, internal/annual reports for planning and oversight of each program within an organization

Various November 2007 – August 2018

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

Hewlett-Packard **Various locations** **August 2001 – November 2007**

Business Analyst **February 2004 – November 2007**

- Accountable for all metric reports for the PER Event team contracts on a monthly basis.
- Responsible for revenue recognition for two US districts, Latin America and Canada.
- Accountable to update, present and distribute all reports related to the department, which included financial reports, risk reports, contract metric reports.
- Responsible for all billing for Latin America and prepared currency translation reporting.
- Managed ten cost centers with annual expenses of $9m and revenue of $18m.
- Variance reporting monthly for +/-1 % of forecasted to report to senior management.
- Maintained global reporting of 200 employees with emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping
- Main contact for all customers and service providers located in the Latin America territory.
- Provided Financial Support for account closing.

Quality Controller/ System Support Admin June 2003 – February 2004

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

Per Event Administrator August 2001 – June 2003

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

Education

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

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

Other Skills

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

Erin Sawicki, MPH

Education

Master of Public Health, Community Health Education concentration — *2004 - 2006*
University of Massachusetts, Amherst

Bachelor of Arts, Anthropology major — *2000 - 2004*
University of Vermont, Burlington

Experience

Harbor Care

Compliance Officer — *2021 – present*

- Oversee agency Quality Improvement Plan and Compliance Plan, including analysis and response to compliance and quality activities and trends across the agency
- Develop process to ensure programs are prepared for external site visits, audits, and accreditations
- Chair the QA/I Council and Compliance Committee to oversee quality and compliance initiatives throughout the organization
- Serve as Project Director or QI Specialist on federal grants, incl. SAMHSA, HRSA, DOL
- Collaborate with external grant evaluators to ensure grant evaluations are aligned with funder requirements, as well as agency and community needs
- Oversee grant start up, monitoring, and close out procedures across the agency
- Oversee implementation of evidence-based practices, including fidelity reviews across the agency

Grants Manager — *2019 – 2021*

- Serve as Project Director or QI Specialist on federal grants, incl. SAMHSA, HRSA, DOL
- Implement internal grant monitoring procedures to facilitate quality performance outcomes
- Analyze grant and program performance, implementing corrective action when necessary
- Prep and review sponsor/internal financial and programmatic reports

Barker Bi-Coastal Health Consultants, Inc.

Senior Research Associate — *2016 – 2019*

- Collected and analyzed data to inform funding decisions at Robert Wood Johnson Fdtn.
- Conducted process and outcome evaluations on public health policy implementation for the Robert Wood Johnson Foundation and American Heart Association
- Produced evaluation reports on the Culture of Health initiative at the Robert Wood Johnson Foundation
- Managed research associates in evaluation of policy implementation

Planned Parenthood of Northern New England

Site Manager — *2013 – 2016*

- Tracked and evaluated outcome data to inform strategic planning and grant deliverables
- Oversaw operations to ensure compliance for audits and performance improvement
- Led QI and performance measurement initiatives in the health center
- Maintained financial records, reconciled expenditures, and managed health center budget

Project Protection, Children's Hospital Boston

HIV Program Manager — *2010 – 2013*

- Developed, implemented, and managed evidence-based work plan from pre to post-award
- Communicated with funders/auditors to ensure grant deliverables were met and exceeded

Office of the Global AIDS Coordinator, U.S. State Department

Program Support Officer — *2009 – 2010*

- Managed technical review and balanced budgets of HIV/AIDS Country Operational Plans
- Collaborated with U.S. government team in Rwanda to resolve program issues

Erin Sawicki, MPH

United States Peace Corps
District AIDS Coordinator Volunteer *2007-2009*

- Conducted program development, community organizing and needs assmnt. in 23 villages
- Collaborated with local partners to implement District Multisectoral HIV/AIDS Plan

Publications

Sawicki E, Barker DC, Gutman MA, Caughlan I, Yochelson M, Grob G. A Menu to Evaluate Factors Influencing Implementation of Obesity Prevention Early Care and Education Regulations. Journal of Public Health Management and Practice. 2018:1. doi:10.1097/phh.0000000000000796.

Awards: 2018 American Evaluation Association Outstanding Evaluation

Cheryle Pacapelli
Profile

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

Experience

2/17 - Present Harbor Care Nashua, NH

Project Director

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

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

Analyze data and communicate with RCOs to determine willingness, ability and capacity to achieve Council on Accreditation of Peer Recovery Support Services (CAPRSS) accreditation, provide Peer Recovery Support Services (PRSS), open/operate a Recovery Center and adhere to CMS regulations during the readiness scan

Develop a formal procurement process that is fair and transparent to identify at least five RCOs to participate in the first year of FO grant

Prioritize those RCOs most likely to participate in subsequent years

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

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

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

Monitors subcontractors and assists with development of required policies and procedures

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

Communicate regularly with subcontractors to review progress

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

Assists in the oversight and facilitation of training for all subcontractors

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

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

Manages services and related budgetary concerns

Oversee HHI business processes and accounting related to subcontracts

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

Community Engagement Director

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

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

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

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

Provide technical assistance to communities and organizations interested in developing and delivering recovery supports;
Partner with New Futures Policy Director and the NH Providers Association to provide technical assistance on enrollment and regulatory requirements to organizations and individuals interested in billing third party payers, including Medicaid, for peer and non-peer recovery supports;
Oversee expansion of family supports through DHHS System of Care grant;
Facilitate connections between SUD treatment providers, healthcare providers, drug courts, corrections facilities and other institutions whose clients or patients are in need of recovery supports with recovery community organizations; and,
Otherwise support the development of a statewide system of recovery supports as a full, accessible component of the SUD continuum of care through advocacy on policy, technical assistance, relationship development, education, and collaboration.

05/01 - 2019 Stepping Stone House Meriden, CT
Co-Owner
Operate 8 Recovery Houses with 60 male transitional living beds and 10 women's beds
Certified by Department of Mental Health and Addiction Services to provide housing and case management services.
Coordinate with Access to Recovery and Recovery Support Program to secure housing and basic need support for clients
Provide case management for clients, life skills, resumes, job search
Administer progress notes and a recovery plan for each individual.

8/14 – 7/15 HOPE for NH Recovery Concord, NH
Executive Director
Statewide Coordination of Recovery Movement
Public Education, Awareness and Advocacy
Deliver a variety of peer-based recovery support services; assist in start-up of Recovery Community Centers
Community Outreach and Resource Development
Collaborate with the Governor's Commission for Alcohol and other Drug Prevention, Treatment and Recovery

12/11 – 10/12 CT. Community for Addiction Recovery Hartford, CT
Director Recovery Services
Recovery Coach Academy Management (RCA)

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

Recovery Technical Assistance Group Management

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

Annual Recovery Walks! Coordination

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

Annual Volunteer Recognition Dinner Coordination

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

Data tracking and Analysis

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

12/06 – 12/11 CT. Community for Addiction Recovery Hartford, CT

Director of Operations

Recovery Community Center Management

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

Direct Supervision of five Full Time Staff

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

Program Oversight – Telephone Recovery Support and Recovery Housing Program

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

Information Technology

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

10/04 – 12/06 CT. Community for Addiction Recovery Hartford, CT

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

Albertus Magnus New Haven, CT

Bachelors Degree – Business Management
Cum Laude, Tai Pi Phi National Honor Society

Certified Recovery Support Worker - 2018

Training
Racism of the Well-Intended
Suicide Prevention
HIV/HEP-C
Supervising a Peer Recovery Workforce
The Art and Science of Peer Assisted Recovery – Trainer
Ethical Considerations for Peer Assisted Recovery - Trainer
Certifications: CCAR Recovery Coach Academy Trainer
CCAR Ethics for Recovery Support Worker Trainer
National MH First Aid Trainer
Pastoral Counseling
Mental Health and Addiction Services: DMHAS Successfully Housing Persons with Substance Use Issues
safeTALK Suicide Alertness for Everyone
Human Resource Development: Understanding Sexual Harassment

HARBOR HOMES, INC. dba Harbor Care

PRSS Facilitating Organization – Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Henry Och	President & CEO	$284,350	0%	$0
William Belecz	Chief Operating Officer	$220,000	1%	$2,200
Ana Pancine	Chief Financial Officer	$197,750	1%	$1,978
Erin Sawicki	Compliance Officer	$142,000	1%	$1,420
Cheryle Pacapelli	Program Director	$123,781	100%	$123,781

ARC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

December 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Harbor Homes, Inc. (VC#155358), Nashua, NH, to continue providing Facilitating Organization services and program support for Recovery Community Organizations and Recovery Centers, by exercising a contract renewal option by increasing the price limitation by $4,200,000 from $4,200,000 to $8,400,000 and extending the completion date from December 31, 2022 to September 30, 2023 effective upon Governor and Council approval. 71% Federal Funds. 19% General Funds. 10% Other Funds (Governor Commission).

The original contract was approved by Governor and Council on March 23, 2022, item #33.

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available in State Fiscal Year 2024, 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 continue, expand, and maintain infrastructure and provide program support to the 12 existing Recovery Community Organizations (RCOs) and 19 Recovery Centers providing Peer Recovery Support Services across New Hampshire. The Contractor will continue supporting capacity development and ensuring adherence to the New Hampshire Recovery Community Organization Standards of Excellence (NHRCOSE).

Approximately 61,500 peer recovery support services including recovery coaching, telephone recovery support, and in-center activities, are provided annually.

The Contractor will continue serving individuals in NH who are 18 years of age and older, their families and caregivers who are seeking to gain, maintain, or enhance their recovery from Substance Use Disorders. The Contractor will continue to serve as the Facilitating Organization for the State's 12 RCO's, as well as provide oversight and support of the 19 centers. Facilitating Organization services include project management, training, technical assistance, billing functions, compliance monitoring, quality improvement assistance, data collection, and monitoring outcome measures.

The Department will continue to monitor services through the review of monthly, quarterly, and annual reports, to ensure:

- Individuals in recovery from Substance Use Disorders, including opioid and/or stimulant use disorders, receive comprehensive recovery support services;
- Certified Recovery Support Workers on staff at NH RCOs receive supervision as required by the NH Board of Licensing for Alcohol and Other Drug Use Professionals; and
- Individuals receiving recovery coaching demonstrate significant improvement, statistically, in development of physical, mental, social, and cultural assets that support maintenance of recovery.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to five (5) years and six (6) months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for nine (9) months of the five (5) years, six (6) months available.

Should the Governor and Council not authorize this request, the Department's strategy to address substance misuse and substance use disorders may be negatively impacted, with fewer individuals gaining and maintaining recovery. Without access to community-based Peer Recovery Support Services, individuals may require additional intensive treatment services, and some may continue use leading to negative, medical, legal, and child welfare consequences for themselves, their families, and NH communities.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.788, FAINs TI083326 and TI085759; and Assistance Listing Number 93.959, FAINs TI083509, TI083464, and TI084659.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
AMENDMENT #1 RFP-2022-BDAS-05-PEERR-01-A01

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL

Harbor Homes, Inc. (Vendor #155358)

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Community Grants	92055501	$280,000	$0.00	$280,000.00
2023	074-500585	Community Grants	92055501	$720,000	$0.00	$720,000.00
2024	074-500589	Welfare Assistance	92055501	$0.00	$0.00	$0.00
			Subtotal	*$1,000,000.00*	*$0.00*	*$1,000,000.00*

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

100% Other Funds (Name of Source)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Community Grants	92058501	$545,000	$0.00	$545,000.00
2023	074-500585	Community Grants	92058501	$505,000	$0.00	$505,000.00
2023	074-500589	Welfare Assistance	92058501	$0.00	$795,000.00	$795,000.00
2024	074-500589	Welfare Assistance	92058501	$0.00	$325,000.00	$325,000.00
			Subtotal	*$1,050,000.00*	*$1,120,000.00*	*$2,170,000.00*

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES

66% Federal Funds 34% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Community Grants	92057501	$0.00	$0.00	$0.00
2023	074-500585	Community Grants	92057501	$1,000,000	$0.00	$1,000,000.00
2024	074-500589	Welfare Assistance	92057502	$0.00	$250,000.00	$250,000.00
			Subtotal	*$1,000,000.00*	*$250,000.00*	*$1,250,000.00*

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contract for Program Services	92056505	$0.00	$650,000.00	$650,000.00
			Subtotal	*$0.00*	*$650,000.00*	*$650,000.00*

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT ends 9/29/23

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Community Grants	92057048	$575,000	$0.00	$575,000.00
2023	074-500585	Community Grants	92057048	$575,000	$0.00	$575,000.00
2023	074-500589	Welfare Assistance	92057058	$0.00	$1,500,000.00	$1,500,000.00
2024	074-500589	Welfare Assistance	92057058	$0.00	$680,000.00	$680,000.00
			Subtotal	*$1,150,000.00*	*$2,180,000.00*	*$3,330,000.00*

TOTAL	**$4,200,000.00**	**$4,200,000.00**	**$8,400,000.00**

State of New Hampshire
Department of Health and Human Services
Amendment #1

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2022 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $8,400,000

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit B, Scope of Services, Section 2, Scope of Services, Subsection 2.5, Paragraph 2.5.1. to read:

   2.5.1. Meeting New Hampshire Recovery Community Organization Standards of Excellence (NHRCOSE).

5. Modify Exhibit B, Scope of Services, Section 2, Scope of Services, Subsection 2.12, to read:

   2.12. The Contractor must work to ensure Recovery Community Organizations (RCOs) are prepared to meet or exceed New Hampshire Recovery Community Organization Standards of Excellence (NHRCOSE), which includes 28 standards of excellence organized under six (6) domains, as follows:

   2.12.1. RCO Structure and Staffing;

   2.12.2. Board of Directors (BOD);

   2.12.3. Assessment and Planning;

   2.12.4. Workforce Development;

   2.12.5. Operations; and

   2.12.6. Evaluation and Monitoring.

6. Modify Exhibit B, Scope of Services, Section 2, Scope of Services, Subsection 2.13, Paragraph 2.13.1, to read:

   2.13.1. Status of meeting NHRCOSE standards in accordance with 2.12 above.

7. Modify Exhibit B, Scope of Services, Section 2, Scope of Services, Subsection 2.17, Paragraph 2.17.2. to read:

2.17.2. Ensure the RCOs are operating and providing services in accordance with NHRCOSE and CRSW standards; and

8. Modify Exhibit B, Scope of Services, Section 2, Scope of Services, Subsection 2.22, State Opioid Response (SOR) Grant Standards, by adding Paragraph 2.22.8, to read:

2.22.8. The Contractor must collaborate with the Department and other SOR funded vendors to improve Government Performance and Results Act (GPRA) collection.

9. Modify Exhibit B, Scope of Services, Section 4, Reporting Requirements, Subsection 4.2, Paragraph 4.2.1, Subparagraph 4.2.1.1, to read:

4.2.1.1. Status of meeting NHRCOSE standards in accordance with 2.12 above.

10. Modify Exhibit B, Scope of Services, Section 4, Reporting Requirements, by adding Subsection 4.4, to read:

4.4. The Contractor must submit an annual report for State Fiscal Year 2023 to the Department no later than 30 days after the end of State Fiscal Year 2023. The annual report must include aggregate, de-identifiable data only, including, but not limited to:

4.4.1. Current status of each RCO under contract.

4.4.2. Number and type of Peer Recovery Support Services (PRSS) provided by each RCO.

4.4.3. Total number and type of PRSS provided across all RCOs.

4.4.4. Number and type of trainings provided.

4.4.5. Amount of payments billed to insurance by the Contractor, on behalf of the RCOs.

4.4.6. Total amount of payments billed to insurance across all RCOs.

4.4.7. Participant data for each RCO, including:

4.4.7.2. PRSS engagements and activities; and

4.4.7.3. Significant changes and/or differences to recovery capital and outcomes, as indicated through the Brief Assessment of Recovery Capital (BARC-10) measures.

4.4.8. Participant data across all RCOs, which includes:

4.4.8.1. Participant demographics;

4.4.8.2. PRSS engagements and activities; and

4.4.8.3. Statistically significant changes and/or differences in recovery capital and outcomes as indicated through BARC-10 measures.

11. Modify Exhibit B, Scope of Services, Section 4, Reporting Requirements, by adding Subsection 4.5, to read:

4.5. When applicable, the Contractor must collect and share data with the Department as requested, and in a format approved by the Department.

12. Modify Exhibit B, Scope of Services, Section 5, Performance Measures, Subsection 5.1, by adding Paragraph 5.1.4, to read:

5.1.4. 25% of RCOs provide documentation demonstrating adherence to NHRCOSE standards.

13. Modify Exhibit B, Scope of Services, Section 8, Maintenance of Fiscal Integrity, Subsection 8.2, Paragraph 8.2.2. to read:

    8.2.2. Compliance with all of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

14. Modify Exhibit B, Scope of Services, Section 8, Maintenance of Fiscal Integrity, Subsection 8.7, by deleting it in its entirety.

15. Modify Exhibit C, Payment Terms, Section 1, to read:

    1. This Agreement is funded by:

    1.1. 60.36% Federal funds

    1.1.1. 39.64% NH SOR 2 Project, as awarded on August 9, 2021, by the US Department of Health and Human Services (US DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.788, FAIN TI083326, and NH SOR 3 Project, as awarded on September 23, 2022, by the US DHHS, SAMHSA, CFDA #93.788, FAIN TI085759;

    1.1.2. 8.81% Substance Abuse Prevention and Treatment Block Grant, as awarded on September 16, 2021, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI083464; and Substance Abuse Prevention and Treatment Block Grant, as awarded on February 10, 2022, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI084659; and

    1.1.3. 11.91% Substance Abuse Prevention and Treatment Block Grant, as awarded on March 11, 2021, by the US DHHS, SAMHSA, CFDA #93.959, FAIN TI083509.

    1.2. 13.81% General funds.

    1.3. 25.83% Other funds (Governor's Commission)

16. Modify Exhibit C, Payment Terms, Section 3, to read:

    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 Exhibit C-1, SFY2022 Budget through Exhibit C-3, Amendment #1, SFY2024 Budget.

17. Modify Exhibit C, Payment Terms, Section 5, Subsection 5.7, Paragraph 5.7.4, to read:

    5.7.4. Food or water.

18. Modify Exhibit C, Payment Terms, Section 5, Subsection 5.7, Paragraph 5.7.7, to read:

    5.7.7. RESERVED

19. Modify Exhibit C-2, SFY2023 Budget, by replacing it in its entirety with Exhibit C-2, Amendment #1, SFY2023 Budget, which is attached hereto and incorporated by reference herein.

20. Add Exhibit C-3, Amendment #1, SFY2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/2/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Harbor Homes, Inc.

12/2/2022
Date

DocuSigned by:
Henry Och
Name: Henry Och
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/2/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit C-2, Amendment #1
SFY2023 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: SFY2023 July 1, 2022 through June 30, 2023

	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 515,833	$ 51,583	$ 567,417	$ -	$ -	$ -	$ 515,833	$ 51,583	$ 567,417
2. Employee Benefits	$ 162,489	$ 16,249	$ 178,738	$ -	$ -	$ -	$ 162,489	$ 16,249	$ 178,738
3. Consultants	$ 29,522	$ 2,952	$ 32,474	$ -	$ -	$ -	$ 29,522	$ 2,952	$ 32,474
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 6,000	$ 600	$ 6,600	$ -	$ -	$ -	$ 6,000	$ 600	$ 6,600
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,700	$ 170	$ 1,870	$ -	$ -	$ -	$ 1,700	$ 170	$ 1,870
6. Travel	$ 21,900	$ 2,190	$ 24,090	$ -	$ -	$ -	$ 21,900	$ 2,190	$ 24,090
7. Occupancy	$ 21,600	$ 2,160	$ 23,760	$ -	$ -	$ -	$ 21,600	$ 2,160	$ 23,760
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,380	$ 438	$ 4,818	$ -	$ -	$ -	$ 4,380	$ 438	$ 4,818
Postage	$ 100	$ 10	$ 110	$ -	$ -	$ -	$ 100	$ 10	$ 110
Subscriptions	$ 1,000	$ 100	$ 1,100	$ -	$ -	$ -	$ 1,000	$ 100	$ 1,100
Audit and Legal	$ 1,200	$ 120	$ 1,320	$ -	$ -	$ -	$ 1,200	$ 120	$ 1,320
Insurance	$ 1,400	$ 140	$ 1,540	$ -	$ -	$ -	$ 1,400	$ 140	$ 1,540
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 238,501	$ 23,850	$ 262,351	$ -	$ -	$ -	$ 238,501	$ 23,850	$ 262,351
10. Marketing/Communications	$ 15,000	$ 1,500	$ 16,500	$ -	$ -	$ -	$ 15,000	$ 1,500	$ 16,500
11. Staff Education and Training	$ 53,420	$ 5,342	$ 58,762	$ -	$ -	$ -	$ 53,420	$ 5,342	$ 58,762
12. Subcontracts/Agreements	$ 4,148,682	$ 414,868	$ 4,563,550	$ -	$ -	$ -	$ 4,148,682	$ 414,868	$ 4,563,550
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 5,222,727	$ 522,273	$ 5,745,000	$ -	$ -	$ -	$ 5,222,727	$ 522,273	$ 5,745,000
Indirect As A Percent of Direct		10%							

Exhibit C-3, Amendment #1
SFY2024 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: July 1, 2023 through September 30, 2023

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 128,958	$ 12,896	$ 141,854	$ -	$ -	$ -	$ 128,958	$ 12,896	$ 141,854
2. Employee Benefits	$ 45,136	$ 4,514	$ 49,649	$ -	$ -	$ -	$ 45,136	$ 4,514	$ 49,649
3. Consultants	$ 7,381	$ 738	$ 8,119	$ -	$ -	$ -	$ 7,381	$ 738	$ 8,119
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,500	$ 150	$ 1,650	$ -	$ -	$ -	$ 1,500	$ 150	$ 1,650
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 425	$ 43	$ 468	$ -	$ -	$ -	$ 425	$ 43	$ 468
6. Travel	$ 5,475	$ 548	$ 6,023	$ -	$ -	$ -	$ 5,475	$ 548	$ 6,023
7. Occupancy	$ 5,400	$ 540	$ 5,940	$ -	$ -	$ -	$ 5,400	$ 540	$ 5,940
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,095	$ 110	$ 1,205	$ -	$ -	$ -	$ 1,095	$ 110	$ 1,205
Postage	$ 25	$ 3	$ 28	$ -	$ -	$ -	$ 25	$ 3	$ 28
Subscriptions	$ 250	$ 25	$ 275	$ -	$ -	$ -	$ 250	$ 25	$ 275
Audit and Legal	$ 300	$ 30	$ 330	$ -	$ -	$ -	$ 300	$ 30	$ 330
Insurance	$ 350	$ 35	$ 385	$ -	$ -	$ -	$ 350	$ 35	$ 385
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 59,626	$ 5,963	$ 65,588	$ -	$ -	$ -	$ 59,626	$ 5,963	$ 65,588
10. Marketing/Communications	$ 3,750	$ 375	$ 4,125	$ -	$ -	$ -	$ 3,750	$ 375	$ 4,125
11. Staff Education and Training	$ 13,355	$ 1,336	$ 14,691	$ -	$ -	$ -	$ 13,355	$ 1,336	$ 14,691
12. Subcontracts/Agreements	$ 867,885	$ 86,788	$ 954,673	$ -	$ -	$ -	$ 867,885	$ 86,788	$ 954,673
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,140,909	$ 114,091	$ 1,255,000	$ -	$ -	$ -	$ 1,140,909	$ 114,091	$ 1,255,000
Indirect As A Percent of Direct		10%							

HD

12/2/2022

33 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

March 7, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to award a contract with Harbor Homes, Inc., d/b/a Harbor Care (VC#155358), Nashua, NH, in the amount of $4,200,000 for Facilitating Organization services and program support for Recovery Community Organizations and Recovery Centers, with the option to renew for up to an additional five (5) years and six (6) months, effective April 1, 2022, or upon Governor and Council approval, whichever is later, through December 31, 2022. 66.90% Federal Funds. 8.10% General Funds. 25% Other Funds (Governors Commission).

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Community Grants	92055501	$280,000
2023	074-500585	Community Grants	92055501	$720,000
			Subtotal	***$1,000,000***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Svs	92058501	$545,000
2023	074-500585	Community Grants	92058501	$505,000
			Subtotal	***$1,050,000***

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Community Grants	92057501	$0
2023	074-500585	Community Grants	92057501	$1,000,000
			Subtotal	***$1,000,000***

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Svs	92057048	$575,000
2023	074-500585	Community Grants	92057048	$575,000
			Subtotal	***$1,150,000***
			Total	**$4,200,000**

EXPLANATION

The purpose of this request is to develop and maintain infrastructure and provide program support to the existing 12 Recovery Community Organizations (RCOs) and 19 Recovery Centers providing Peer Recovery Support Services (PRSS) across the state. The Department's goal is to maintain a statewide, geographically diverse PRSS network through the service of a Facilitating Organization (FO) that will support capacity development and ensure adherence to consistent standards for the 12 RCOs statewide that provide Peer Recovery Support Services.

This contract will serve NH citizens over the age of 17, their families and caregivers, who are seeking to gain, maintain, or enhance their recovery from Substance Use Disorders across the state. According to the Substance Abuse Mental Health Services Administration (SAMHSA), Peer Recovery Support Services help people become engaged and stay engaged in the recovery process, thus reducing the likelihood of recurrence of use. PRSS are designed and delivered by peers who are in recovery themselves and who are trained to help others be successful in their recovery.

Approximately 61,500 peer recovery support services including recovery coaching, telephone recovery support services, and in-center activities will be provided through December 31, 2022. These services are essential to address the serious consequences of ongoing substance use, including death caused by overdose or other related factors.

The Contractor will serve as the Facilitating Organization and subcontract with RCOs for efficient use of funds, oversight and support of all centers. In addition to providing operational and programmatic funds to the RCOs, the FO will provide project management, training, technical assistance, billing functions, compliance monitoring, quality improvement assistance, data

collection and organization using RecoveryLink™ and review of outcome measures for all of the RCOs. The Contractor will work with RCOs to ensure RCOs are prepared to meet or exceed national standards as described by the Council on Accreditation of Peer Recovery Support Services (CAPRSS).

The Contractor will ensure individuals in recovery from substance use disorders including opioid and/or stimulant use disorders continue receiving comprehensive services that include PRSS and parenting education services.

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

- A minimum of 18 Recovery Centers are open and providing PRSS.
- RCOs are ensuring Certified Recovery Support Workers on staff receive supervision, as required by the NH Licensing Board.
- Individuals receiving recovery coaching will show statistically significant improvement in development of physical, mental, social and cultural assets that support maintenance of recovery.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from December 13, 2021 through January 24, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to an additional five (5) years and six (6) months, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The shorter initial contract period and extended renewal options were made necessary by the schedule of the Federal funding included in this contract.

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

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.959 and 93.788 FAIN #TI083509, TI083464 and TI083326

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFP-2022-BDAS-05-PEERR

Project Title Peer Recovery Support Services Facilitating Organization

	Maximum Points Available	HARBOR CARE
Technical		
Q1 - Experience developing and providing PRSS	30	29
Q2 - Subcontracting process	30	27
Q3 - Experience providing training and TA	20	18
Q4 - Back office experience	20	20
Q5 - RCO oversight process, plan, and staffing plan	25	23
Q6 - Quality improvement plan utilizing collected data	20	15
Q7 - Allocation of SOR funding	25	17
Q9 - SOR standards compliance process	25	15
Subtotal - Technical	195	164
Cost		
Budget	70	30
Staffing List	30	15
Subtotal - Cost	100	45
TOTAL POINTS	295	209

Reviewer Name	Title
1 Sara Sutter	Recovery Program Specialist
2 Amanda Spreeman	SOR Contracts and Program Manager
3 Ayla Kendall	Peer Integration Specialist / Program Planning and Review Specialist
4 Laurie Heath	Business Administrator
5 Joseph Harding	Manager of Substance Misuse Planning and Evaluation

Subject: Peer Recovery Support Services Facilitating Organization (RFP-2022-BDAS-05-PEERR)

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd. Nashua, NH	
1.5 Contractor Phone Number (603) 882-3616	1.6 Account Number 10-70400000-500585 10-19810000-500585 10-33840000-500585 10-33820000-500731	1.7 Completion Date December 31, 2022	1.8 Price Limitation $4,200,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Henry Och Date: 3/3/2022		1.12 Name and Title of Contractor Signatory Henry Och Chief of Operations	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 3/4/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 3/4/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS HO
Date: 3/3/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. 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 an additional five (5) years and six (6) months from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this Agreement to Recovery Community Organizations in New Hampshire that provide Peer Recovery Support Services to individuals with Substance Use Disorder and their families.

1.2. For the purposes of this Agreement, all references to days shall mean business or days.

1.3. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.

2. Scope of Services

2.1. The Contractor shall provide facilitating organization services for the 12 Recovery Community Organizations (RCOs) in NH that provide Peer Recovery Support Services to individuals with Substance Use Disorder (SUD) and their families. The Contractor shall ensure services include, but are not limited to:

2.1.1. Providing funding and assistance for operational and programmatic support to each RCO.

2.1.2. Supporting the provision of quality Peer Recovery Support Services (PRSS) within each of the selected Recovery Centers that reside within the RCOs.

2.2. The Contractor shall enter into subcontracts with the existing 12 RCOs, within 90 days of the effective date of the awarded contract. The Contractor shall:

2.2.1. Provide a copy of each executed RCO subcontract to the Department within five (5) days of contract execution; and

2.2.2. Modify current subcontracts as required, or enter into new subcontracts for new Recovery Centers, located within existing RCOs, as approved by the Department.

2.3. The Contractor must ensure new Recovery Centers are located in underserved geographic areas, and are approved by the Department prior to initiation.

2.4. The Contractor shall ensure all subcontracted RCOs:

2.4.1. Provide:

2.4.1.1. Services within a minimum of one (1) Recovery Center;

2.4.1.2. Recovery Coaching;

2.4.1.3. Telephone Recovery Support;

2.4.1.4. A venue for recovery mutual support meetings;

2.4.1.5. Additional Recovery Support Services as determined by the local Recovery Community, that may include but are not limited to:

2.4.1.5.1. Parenting and Family Support Programs.

2.4.1.5.2. Targeted outreach programs.

2.4.1.5.3. Collaborative recovery programs with community agencies.

2.4.1.5.4. Transportation assistance related to recovery supports.

2.4.2. Engage with:

2.4.2.1. Local and regional partners including, but not limited to:

2.4.2.1.1. Regional Public Health Network, listed in Appendix F, Regional Public Health Network, to participate in continuum of care development work.

2.4.2.1.2. Regional Doorway.

2.4.2.1.3. Mental Health Peer Support Services within the community.

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

2.4.4. Comply with all applicable state and federal laws, rules, and regulations.

2.5. The Contractor shall work with each RCO to develop annual work plans that identify goals and action steps to reach set goals. The Contractor shall ensure the work plan reflects each RCO's administrative capacity and readiness and includes, but is not limited to:

2.5.1.. Meeting the Council on Accreditation of Peer Recovery Support Services (CAPRSS) standards.

2.5.2. Medicaid enrollment and billing.

2.5.3. Capacity building.

2.5.4. Sustainability.

2.5.5. Service development.

2.6. The Contractor shall work with the RCOs to maintain existing Recovery Centers or establish new Recovery Centers in underserved geographic regions that do not have an existing Recovery Center. The Contractor shall:

2.6.1. Respond to requests from grassroots groups leading related advocacy efforts in communities with little to no recovery resources.

2.6.2. Meet with community stakeholders to identify gaps in and barriers to services.

2.6.3. Meet with identified groups to present on the functions and benefits of the Facilitating Organization, including but not limited to:

2.6.3.1. Access to a supportive recovery community.

2.6.3.2. Available technical assistance and training opportunities.

2.6.3.3. Reporting and data collection.

2.6.3.4. Statewide resources.

2.6.3.5. Back office support.

2.6.3.6. Funding opportunities

2.6.4. Evaluate the identified groups Recovery Center's current programs and policies to determine their organizational readiness and capacity to adopt any best practices or required contract standards.

2.6.5. Assist identified groups to embed the Peer Recovery Supports Services (PRSS) RCO model.

2.7. The Contractor shall provide back-office support functions, as needed, for all subcontracted RCOs. The Contractor shall ensure support functions include, but are not limited to assistance with:

2.7.1. Human resource activities.

2.7.2. Information technology.

2.7.3. Policy and procedure development.

2.7.4. Grant writing.

2.7.5. Compliance monitoring.

2.7.6. Quality improvement.

2.7.7. Data collection and management.

2.8. The Contractor shall ensure billing services are available to each RCO until the RCO can perform billing functions on their own. Billing functions shall include, but are not limited to:

2.8.1. Credentialing for insurance billing.

2.8.2. Submitting claims for PRSS participant services covered by Medicaid to the appropriate Managed Care Organization (MCO).

2.8.3. Disbursing payments received from MCOs to the appropriate RCO.

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

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

2.9.1.1. The current organizational structure of the RCOs Recovery Center or the RCOs readiness to open a Recovery Center, as appropriate.

2.9.1.2. The process for acquiring and/or rehabilitating a facility to serve as a Recovery Center.

2.9.1.3. The RCOs financial viability to support the Recovery Center.

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

2.9.2.1. Peer Recovery Coaching Services.

2.9.2.2. Telephone Recovery Support Services.

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

2.9.2.4. Family dynamics of addiction and recovery.

2.9.2.5. Application of ethical codes for CRSWs and volunteers.

2.9.2.6. Information Security, Privacy, and Health Insurance Portability and Accountability Act (HIPAA) training.

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

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

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

2.10. The Contractor shall monitor each RCO to ensure compliance with subcontract requirements through activities which may include, but are not limited to: :

2.10.1. In-person or virtual bi-monthly meetings.

2.10.2. In-person site visits.

2.10.3. Quarterly and mid-term meetings.

2.10.4. Telephonic and email correspondence.

2.10.5. Ad hoc meetings, as needed to address real-time issues.

2.11. The Contractor shall utilize logistical and other support, as directed by the Department, to facilitate a Community of Practice that allows RCO administrators and leaders to establish and strengthen cooperation, collaboration, and informal mentoring among RCOs. The Contractor shall:

2.11.1. Organize regular on-going meetings of the PRSS Community of Practice.

2.11.2. Ensure meetings are widely advertised to all RCOs, statewide and to other PRSS stakeholders.

2.12. The Contractor shall work to ensure RCOs are prepared to meet or exceed national standards as described by the Council on Accreditation of Peer Recovery Support Services (CAPRSS), that include but are not limited to:

2.12.1. CAPRSS Core Standards (v1.1), which include:

2.12.1.1. Principles;

2.12.1.2. People;

2.12.1.3. Practices, and

2.12.1.4. Performance.

2.12.2. CAPRSS Optional Standards (v0.1) related to:

2.12.2.1. Recovery Community Center; and

2.12.2.2. Recovery Coaching.

2.13. The Contractor shall provide current, baseline status of each of the existing RCOs, to the Department, within 30 days of the effective date of the Agreement. The Contractor shall ensure current, baseline status information includes, but is not limited to:

2.13.1. Status of meeting CAPRSS Core and Optional Standards as described above.

2.13.2. Specific areas of PRSS expertise.

2.13.3. Recovery Coaching

2.13.4. Telephone Recovery Services.

2.13.5. Location and service hours of the current Recovery Centers.

2.13.6. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).

2.13.7. Status of Medicaid enrollment, contracting and credentialing with Managed Care Organizations (MCOs) and billing for PRSS.

2.13.8. Annual budget to include all funding sources.

2.13.9. Status of an organizational sustainability plan.

2.14. The Contractor shall collaborate with technical assistance providers, as directed by the Department, to develop and provide training and technical assistance.

2.15. The Contractor shall provide training and technical assistance to each subcontracted RCO to ensure that all RCOs meet all requirements set forth in this RFP.

2.16. The Contractor shall implement a data collection and organization process approved by the Department that includes:

2.16.1. Providing each RCO access to and training on the RecoveryLink™ recovery-based electronic data collection system as identified and approved by the Department.

2.16.2. Ensuring all RCOs enter data into RecoveryLink™, including but not limited to:

2.16.2.1. Demographics, that include but are not limited to:

2.16.2.1.1. Gender.

2.16.2.1.2. Age.

2.16.2.1.3. Ethnicity.

2.16.2.1.4. Race.

2.16.2.1.5. Veteran Status.

2.16.2.1.6. Sexual Orientation.

2.16.2.2. Outcome Measures that include, but are not limited to:

2.16.2.2.1. Substance use.

2.16.2.2.2. Crime and criminal justice.

2.16.2.2.3. Employment and education.

2.16.2.2.4. Stability in housing.

2.16.2.2.5. Reliable transportation.

2.16.2.2.6. Social connectedness.

2.16.2.2.7. Length of engagement.

2.16.2.2.8. Perception of care.

2.16.2.2.9. Income.

2.16.2.2.10. Health insurance coverage.

2.16.2.2.11. Substance Use Disorder (SUD) treatment.

2.16.2.2.12. Recovery capital, as measured by Brief Assessment of Recovery Capital (BARC-10) scores.

2.16.2.2.13. Quality of life.

2.17. The Contractor shall collaborate with the Department and other providers identified by the Department to:

2.17.1. Provide information necessary for the Department to evaluate and monitor the Contractor's performance of services;

2.17.2. Evaluate that the RCOs are operating and providing services per CAPRSS and CRSW standards; and

2.17.3. Evaluate PRSS provided by RCOs individually and on an aggregate level, including participant level outcomes

2.18. The Contractor shall actively promote the availability, purpose, and value of PRSS across New Hampshire. The Contractor shall ensure promotional activities include, but are not limited to:

2.18.1. Presenting at local and state-wide meetings, workshops and conferences in conjunction with RCO leadership. The Contractor shall ensure information for presentations includes, but is not limited to:

2.18.1.1. Location.

2.18.1.2. Date.

2.18.1.3. Title of meeting, workshop(s), or conference(s).

2.18.2. Other activities approved by the Department.

2.19. The Contractor shall facilitate monthly RCO Leadership (Association) Meetings. The Contractor shall ensure the RCO Association:

2.19.1. Connects RCOs with PRSS-related statewide resources.

2.19.2. Encourages participation by all RCOs in the state.

2.19.3. Develops objectives for increasing capacity and quality improvement of PRSS.

2.19.4. Provides a forum for shared learning about changes in the field of PRSS.

2.19.5. Provides information to its members about available resources and funding opportunities.

2.20. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2.21. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to ensure compliance with the contractual requirements.

2.22. State Opioid Response (SOR) Grant Standards

2.22.1. The Contractor shall establish formal information sharing and referral agreements between the RCOs and the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

2.22.2. The Contractor shall ensure individuals receiving services rendered from SOR funds report past or current use of, or being at risk of using opioids or stimulants.

2.22.3. The Contractor shall coordinate completion of Government Performance Results Act initial interview and associated follow-ups at six (6) months and discharge for individuals referenced in section 2.22.1 with Regional Doorways.

2.22.4. The Contractor shall ensure that RCOs receiving SOR funds accept clients on and facilitate client access to FDA-approved medication-assisted treatment for opioid use disorder OUD.

2.22.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

2.22.5.1. Treatment in this context includes the treatment of OUD.

2.22.5.2. Grant funds are not provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

2.22.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

2.22.6. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, Substance Abuse and Mental Health Services Administration, and other Federal terms, conditions, and requirements.

2.22.7. If the Contractor intends to distribute Fentanyl test strips, the selected vendor(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected vendor(s) must ensure the utilization plan includes, but is not limited to:

2.22.7.1. Internal policies for the distribution of Fentanyl strips;

2.22.7.2. Distribution methods and frequency; and

2.22.7.3. Other key data as requested by the Department.

3. Exhibits Incorporated

3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting Requirements

4.1. The Contractor shall provide monthly updates of data captured from RecoveryLink™, including, but not limited to BARC-10 scores, in a format approved by the Department including but not limited to SOR specific reporting.

4.2. The Contractor shall provide quarterly reports with de-identified information that includes, but is not limited to:

4.2.1. Updates on the current status for each RCO under subcontract, including, but not limited to:

4.2.1.1. Status of meeting CAPRSS Core and Optional Standards as described above.

4.2.1.2. Specific areas of PRSS expertise.

4.2.1.3. Recovery Coaching and qualifications of staff providing recovery coaching including supervision.

4.2.1.4. Telephone Recovery Services.

4.2.1.5. Location and service hours of the current Recovery Centers.

4.2.1.6. Number of staff and volunteers and percentage of them that have been credentialed as a Certified Recovery Support Worker (CRSW).

4.2.1.7. Status of Medicaid enrollment, contracting and credentialing with Managed Care Organizations (MCOs) and billing for PRSS.

4.2.1.8. Annual budget to include all funding sources.

4.2.1.9. Status of an organizational sustainability plan.

4.2.2. Information on RCO trainings and Communities of Practice conducted, including but not limited to:

4.2.2.1. Type of training provided.

4.2.2.2. Topic.

4.2.2.3. Number of attendees.

4.2.3. Number of RCOs provided support for human resource and/or billing functions.

4.2.4. Activities undertaken to promote the availability, purpose and value of PRSS.

4.2.5. Programmatic highlights from RCOs.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

5. Performance Measures

5.1. The Contractor shall ensure:

5.1.1. A minimum of 19 Recovery Centers are open and providing PRSS.

5.1.2. RCOs are ensuring CRSWs on staff receive supervision, as required by the NH Licensing Board.

5.1.3. On average, the increase in BARC-10 scores from baseline to current for individuals receiving recovery coaching is statistically significant.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

6.2.1. The Contractor shall 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.

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

services of the Agreement shall 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."

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

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

6.3.3.1. Brochures

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters

6.3.3.5. Reports.

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

6.4. Operation of Facilities; Compliance with Laws and Regulations

6.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

7. Records

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

7.1.1. 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.

7.1.2. All records shall 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

7.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organization and entity level, and Cash Flow Statement for the Contractor. All statements shall be reflective of the entire Harbor Care organization and shall be submitted once reviewed and approved by the Board, but no later than the 30th of the following month. The Contractor will

be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

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

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

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 0.30:1, with a 20% variance allowed.

8.1.5. Total Lines of Credit.

8.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.

8.1.5.2. The contractor will report on any new borrowing activities.

8.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.

8.2. In the event that the Contractor's annual audit reflects an operating loss, or the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand or the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

8.2.3. Does not meet the reporting timeframe; then

8.2.3.1. The Department may:

8.2.3.1.1. Require the Contractor meet with Department staff to explain the reasons the Contractor has not met the standards.

8.2.3.1.2. Require the Contractor to submit a comprehensive corrective action plan within 20 calendar days of notification that any provisions outlined in Section 8.2 have not been met. The corrective action plan shall include:

8.2.3.1.2.1. The specific reason(s) the Contractor did not achieve the standard.

8.2.3.1.2.2. Strategies describing how the Contractor will implement corrective

actions to address the reason(s) for non-compliance.

8.2.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8. Event of Default/Remedies, and 9. Termination:

8.2.4.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within five (5) business days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, biannual Profit & Loss Statement, monthly Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

8.5. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.

8.6. The Program-level Profit and Loss Statement for the Facilitating Organization shall be submitted at the time of invoice. The Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program, and shall include a budget column allowing for budget to actual analysis.

8.7. Additionally, the Contractor shall supply a year-to-date program-level Profit and Loss Statements for all Harbor Care programs on a bi-annual basis, for December 31 (to be submitted by January 31) and June 30 (submitted by July 31). The program-level profit and loss shall include all revenue sources and all related expenditures for each program, and shall include a budget column allowing for budget to actual analysis.

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

Payment Terms

1. This Agreement is funded by:
   1.1. 66.90%, NH SOR 2 Project, as awarded on August 9, 2021, by the DHHS Substance Abuse and Mental Health Services Administration, CFDA 93.788, FAINTI083326; Substance Abuse Prevention & Treatment Block Grant as awarded on September 16, 2021, by the DHHS Substance Abuse and Mental Health Services Administration, CFDA #93.959, FAIN TI083464 and Substance Abuse Prevention & Treatment Block Grant as awarded on March 11, 2021, by the DHHS Substance Abuse and Mental Health Services Administration, CFDA #93.959, FAIN TI083509
   1.2. 8.10% General funds.
   1.3. 25.00% Other funds (Governor's Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice to the Department, no later than the 15th working day of the following month, in a form satisfactory to the Department which identifies and requests reimbursment for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated, and returned to the Department in order to initiate payment.
5. The Contractor shall submit supporting documents to the Department with each invoice. The Contractor shall:
   5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
   5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.4. Provide invoices for each sub-contractor, identified in this Agreement, in a format approved by the Department.

5.4.1. The Department has the right to request, from the contractor supporting documentation of allowable costs, from each sub-contractor, that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.5. Ensure timesheets and/or time cards submitted support the hours employees worked for wages reported under this contract in accordance with:

5.5.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.5.2. Attestation and time tracking templates, which are available to the Department upon request.

5.6. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

5.7. Unallowable expenses, specific to SOR funding include, but are not limited to:

5.7.1. Amounts belonging to other programs.

5.7.2. Amounts prior to effective date of contract.

5.7.3. Construction or renovation expenses.

5.7.4. Food or water for employees.

5.7.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.7.6. Fines, fees, or penalties.

5.7.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars ($3.00) per person for clients.

5.7.8. Cell phones and cell phone minutes for clients.

6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Annoucements (FOA).

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

   Program Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

9. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

10. The final invoice 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.

11. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services, including failure to submit required monthly and/or quarterly reports.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. 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.

15. Audits

    15.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

15.1.1. 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.

15.1.2. 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.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within nine (9) months 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.

15.3. 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.

15.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless 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.

15.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1
SFY2022 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: April 1, 2022 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 138,881	$ 13,888	$ 152,769	$ -	$ -	$ -	$ 138,881	$ 13,888	$ 152,769
2. Employee Benefits	$ 38,887	$ 3,889	$ 42,775	$ -	$ -	$ -	$ 38,887	$ 3,889	$ 42,775
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 3,000	$ 300	$ 3,300	$ -	$ -	$ -	$ 3,000	$ 300	$ 3,300
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 425	$ 43	$ 468	$ -	$ -	$ -	$ 425	$ 43	$ 468
6. Travel	$ 5,000	$ 500	$ 5,500	$ -	$ -	$ -	$ 5,000	$ 500	$ 5,500
7. Occupancy	$ 5,400	$ 540	$ 5,940	$ -	$ -	$ -	$ 5,400	$ 540	$ 5,940
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,095	$ 110	$ 1,205	$ -	$ -	$ -	$ 1,095	$ 110	$ 1,205
Postage	$ 25	$ 3	$ 28	$ -	$ -	$ -	$ 25	$ 3	$ 28
Subscriptions	$ 250	$ 25	$ 275	$ -	$ -	$ -	$ 250	$ 25	$ 275
Audit and Legal	$ 300	$ 30	$ 330	$ -	$ -	$ -	$ 300	$ 30	$ 330
Insurance	$ 350	$ 35	$ 385	$ -	$ -	$ -	$ 350	$ 35	$ 385
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 59,625	$ 5,963	$ 65,588	$ -	$ -	$ -	$ 59,625	$ 5,963	$ 65,588
10. Marketing/Communications	$ 3,750	$ 375	$ 4,125	$ -	$ -	$ -	$ 3,750	$ 375	$ 4,125
11. Staff Education and Training	$ 7,010	$ 701	$ 7,711	$ -	$ -	$ -	$ 7,010	$ 701	$ 7,711
12. Subcontracts/Agreements	$ 1,008,730	$ 100,873	$ 1,109,603	$ -	$ -	$ -	$ 1,008,730	$ 100,873	$ 1,109,603
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,272,728	$ 127,273	$ 1,400,000	$ -	$ -	$ -	$ 1,272,728	$ 127,273	$ 1,400,000
Indirect As A Percent of Direct		10%							

$ 1,400,000
$ (0)

DS
HO

3/3/2022

Exhibit C-2
SFY2023 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization

Budget Period: July 1, 2022 through December 31, 2022

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 257,917	$ 25,792	$ 283,709	$ -	$ -	$ -	$ 257,917	$ 25,792	$ 283,709
2. Employee Benefits	$ 72,218	$ 7,222	$ 79,440	$ -	$ -	$ -	$ 72,218	$ 7,222	$ 79,440
3. Consultants	$ 14,761	$ 1,476	$ 16,237	$ -	$ -	$ -	$ 14,761	$ 1,476	$ 16,237
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 3,000	$ 300	$ 3,300	$ -	$ -	$ -	$ 3,000	$ 300	$ 3,300
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 850	$ 85	$ 935	$ -	$ -	$ -	$ 850	$ 85	$ 935
6. Travel	$ 10,950	$ 1,095	$ 12,045	$ -	$ -	$ -	$ 10,950	$ 1,095	$ 12,045
7. Occupancy	$ 10,800	$ 1,080	$ 11,880	$ -	$ -	$ -	$ 10,800	$ 1,080	$ 11,880
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,190	$ 219	$ 2,409	$ -	$ -	$ -	$ 2,190	$ 219	$ 2,409
Postage	$ 50	$ 5	$ 55	$ -	$ -	$ -	$ 50	$ 5	$ 55
Subscriptions	$ 500	$ 50	$ 550	$ -	$ -	$ -	$ 500	$ 50	$ 550
Audit and Legal	$ 600	$ 60	$ 660	$ -	$ -	$ -	$ 600	$ 60	$ 660
Insurance	$ 700	$ 70	$ 770	$ -	$ -	$ -	$ 700	$ 70	$ 770
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 119,250	$ 11,925	$ 131,175	$ -	$ -	$ -	$ 119,250	$ 11,925	$ 131,175
10. Marketing/Communications	$ 7,500	$ 750	$ 8,250	$ -	$ -	$ -	$ 7,500	$ 750	$ 8,250
11. Staff Education and Training	$ 26,710	$ 2,671	$ 29,381	$ -	$ -	$ -	$ 26,710	$ 2,671	$ 29,381
12. Subcontracts/Agreements	$ 2,017,459	$ 201,745	$ 2,219,205	$ -	$ -	$ -	$ 2,017,459	$ 201,745	$ 2,219,205
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 2,545,455	$ 254,545	$ 2,800,000	$ -	$ -	$ -	$2,545,455	$ 254,545	$2,800,000
Indirect As A Percent of Direct		$ 0							

$ 2,800,000
$ (0)

HD

Harbor Homes, Inc.
RFP-2022-BDAS-05-PEERR-01
Exhibit C-2, SFY2023 Budget

3/3/2022

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

3/3/2022
Date

DocuSigned by:
Henry Och
Name: Henry Och
Title: Chief of Operations

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

3/3/2022
Date

DocuSigned by:
Henry Och
Name: Henry Och
Title: Chief of Operations

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/3/2022
Date

DocuSigned by:
Henry Och
Name: Henry Och
Title: Chief of Operations

DS
HO
Contractor Initials

3/3/2022
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

DS
HA
Contractor Initials

Date 3/3/2022

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

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

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

Contractor Name:

DocuSigned by:
Henry Och

3/3/2022
Date

Name: Henry Och
Title: Chief of Operations

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

DocuSigned by:
Henry Och

3/3/2022
Date

Name: Henry Och
Title: Chief of Operations

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement") agrees, as a Business Associate, 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 may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents who receive, use, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and the Agreement, and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

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

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

c. "Protected Health Information" ("PHI") as used in this Agreement 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 relating to substance use disorder, if applicable, as defined below.

d. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

e. "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 Exhibit B, Scope of Services, of the Agreement. Further, Business Associate, including

but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA 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, pursuant to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard; and

IV. For data aggregation purposes for the health care operations of the Covered Entity.

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 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;

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 or the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate's business associate agreements with Business Associate's intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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 164.526.

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 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, 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

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of Covered Entity's Notice of Privacy

Practices and any changes thereto will be posted on the Covered Entity's website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm .

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination of Agreement for Cause</u>

In addition to Paragraph 9 of 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) <u>Miscellaneous</u>

a. <u>Definitions, Laws, and Regulatory References</u>. 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. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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 Exhibit I 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) I, the defense and indemnification provisions of section (3) e 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 Exhibit I.

Department of Health and Human Services	Harbor Homes Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox	DocuSigned by: Henry Och
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Henry Och
Name of Authorized Representative	Name of Authorized Representative
Director	Chief of Operations
Title of Authorized Representative	Title of Authorized Representative
3/4/2022	3/3/2022
Date	Date

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
Henry Och

3/3/2022
Date

Name: Henry Och
Title: Chief of Operations

FORM A

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

1. The DUNS number for your entity is: 131864357

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

c. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.)

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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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