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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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April 7, 2025

Her Excellency, Governor Kelly A. Ayotte  
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, which was competitively procured, to continue providing program support for NH Recovery Community Organizations and Recovery Centers and, at the request of the Opioid Abatement Trust Fund Advisory Commission, to expand current services to include opioid abatement programming, by exercising a contract renewal option by increasing the price limitation by \$17,840,868 from \$22,024,000 to \$39,864,868, and extending the completion date from June 30, 2025 to June 30, 2027, effective May 4, 2025, upon Governor and Council approval. 15% Federal Funds, 8% General Funds, 78% Other Funds (Governor's Commission Funds and Opioid Abatement Funds).

The original contract was approved by Governor and Council on March 23, 2022, Item #33, amended on December 21, 2022, Item #26, and most recently amended on September 20, 2023, Item #35.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, 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 two-fold. First, this request exercises an available contract renewal option for the Contractor to continue to provide program support and capacity development to 10 Recovery Community Organizations (RCOs) that provide peer recovery support services at 21 recovery centers statewide. The Contractor will continue to ensure the New Hampshire RCO Standards of Excellence are maintained across all RCOs.

Second, under the direction of the Opioid Abatement Trust Fund Advisory Commission (Commission), this request adds programming supported by the Opioid Abatement Trust Fund that was previously administered through stand-alone contracts. In order to streamline contracts and oversight, the Contractor will expand their existing subcontracts with Archways, SOS Recovery, and TLC Family Resource Center. The Contractor will now support Archways' Youth Program and Community Correction Program; SOS Recovery's Peer Strength program; and TLC Family Resource Center's Drop-in Program. These agreements are focused on serving

individuals affected by opioid use disorder and co-occurring substance use and mental health conditions.

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

The RCOs serve NH residents, aged 18 and older, families, and caregivers seeking to gain, maintain, or enhance recovery from substance misuse. The Contractor will continue to serve as the RCOs Facilitating Organization and provide services such as project management, training and technical assistance, billing functions, compliance monitoring, quality improvement assistance, data collection, and monitoring of outcome measures. The Contractor will also continue to provide outreach services and supplies to individuals who are experiencing housing insecurity or are unhoused.

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

- Individuals in recovery from substance misuse, 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 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 Department is exercising its option to renew services for two (2) of the three (3) years available.

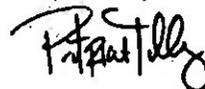
Should the Governor and Council not authorize this request, access to community-based peer recovery support services will be limited. Additionally, with fewer individuals gaining and maintaining recovery, the Department's strategy to address substance misuse and substance use disorders may be negatively impacted.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 93.959, FAINs TI087053 and TI088120.

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,



For:

Lori A. Weaver  
Commissioner

**PRF-2022-BDAS-05-PEERR-03- PRESS-FO FISCAL DETAILS FY22-27**

**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 Grant	92055501	\$720,000	\$0	\$720,000
			<b>Subtotal</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>

**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	74-500585	Community Grants	92058501	\$545,000	\$0	\$545,000
2023	74-500585	Community Grants	920585001	\$505,000	\$0	\$505,000
2023	074-500589	Welfare Assistance	92058501	\$795,000	\$0	\$795,000
2024	074-500589	Welfare Assistance	92058501	\$1,475,000	\$0	\$1,475,000
2025	074-500589	Grants for Pub Asst and Rel	92058501	\$1,475,000	\$0	\$1,475,000
2026	102-500731	Contracts for Prog Svc	92058501	\$0	\$1,800,000	\$1,800,000
2027	102-500731	Contracts for Prog Svc	92058501	\$0	\$1,800,000	\$1,800,000
			<b>Subtotal</b>	<b>\$4,795,000</b>	<b>\$3,600,000</b>	<b>\$8,395,000</b>

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
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	\$2,000,000	\$0	\$2,000,000
2025	074-500589	Grants for Pub Asst and Rel	92057502	\$2,000,000	\$0	\$2,000,000

2026	074-500589	Grants for Pub Asst and Rel	TBD	\$0	\$1,320,000	\$1,320,000
2026	102-500731	Contracts for Prog Svs	TBD	\$0	\$680,000	\$680,000
2027	074-500589	Grants for Pub Asst and Rel	TBD	\$0	\$1,320,000	\$1,320,000
2027	102-500731	Contracts for Prog Svs	TBD	\$0	\$680,000	\$680,000
			<b>Subtotal</b>	<b>\$5,000,000</b>	<b>\$4,000,000</b>	<b>\$9,000,000</b>

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL 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	\$1,725,000	\$0	\$1,725,000
2025	074-500589	Grants for Pub Asst and Rel	92057062	\$575,000	\$0	\$575,000
			<b>Subtotal</b>	<b>\$5,630,000</b>	<b>\$0</b>	<b>\$5,630,000</b>

**05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% GENERAL FUNDS)**

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
			<b>Subtotal</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$650,000</b>

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	92053950	\$2,121,000	\$0	\$2,121,000

2025	102-500731	Contracts for Prog Svc	92053950	\$2,828,000	\$156,990	\$2,984,990
2026	102-500731	Contracts for Prog Svc	92053950	\$0	\$5,041,939	\$5,041,939
2027	102-500731	Contracts for Prog Svc	92053950	\$0	\$5,041,939	\$5,041,939
			<b>Subtotal</b>	<b>\$4,949,000</b>	<b>\$10,240,868</b>	<b>\$15,189,868</b>

			<b>Grand Total</b>	<b>\$22,024,000</b>	<b>\$17,840,868</b>	<b>\$39,864,868</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #3**

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), amended on December 21, 2022, (Item #26), and most recently amended on September 20, 2023, (Item #35), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$39,864,868
3. Modify Exhibit B, Amendment #2, Scope of Services, Section 2.1, lead-in only, to read:
  - 2.1. The Contractor shall provide facilitating organization services for the 10 currently subcontracted Recovery Community Organizations (RCOs) in NH that provide Peer Recovery Support Services (PRSS) to individuals with Substance Use Disorder (SUD) and their families. The Contractor shall ensure services include, but are not limited to:
4. Modify Exhibit B, Amendment #2, Scope of Services, Section 2.2, lead-in only, to read:
  - 2.2. The Contractor shall enter into subcontracts with the 10 existing RCOs, within 90 days of the contract effective date. The Contractor shall:
5. Modify Exhibit B, Amendment #3, Scope of Services, Section 2.20. State Opioid Response Grant Standards, lead-in only, to read:
  - 2.20. State Opioid Response (SOR) Grant Standards (Effective through 5/3/2025)
6. Modify Exhibit B, Amendment #2, Scope of Services, by adding Section 2.21, to read:
  - 2.21. Opioid Abatement Trust Fund Advisory Commission-Funded Programs
    - 2.21.1. The Contractor shall expand their current subcontract with **Archways** to include the operation of a Youth Program that provides supports to students experiencing Opioid Use Disorders (OUD) and any co-occurring Substance Use Disorders (SUD)/Mental Health (MH) issues or who have been affected by OUD and/or any co-occurring SUD/MH issues within their family. The Contractor shall ensure the Archways Youth Program:
      - 2.21.1.1. Offers two (2) youth-focused components: Seven Challenges® (SC) and Alternative Peer Groups (APG) youth-focused treatment and recovery support programs and services for youth with OUD, in

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- accordance with national industry standards.
  - 2.21.1.2. Provides Recovery Coaches/Family Support Workers;
  - 2.21.1.3. Maintains policies and procedures for SC and APG NH;
  - 2.21.1.4. Maintains collaborative relationships with existing community-based program sites and schools;
  - 2.21.1.5. Maintains outreach materials and social media presence for SC and APG;
  - 2.21.1.6. Facilitates weekly SC and APG sessions at 3-4 sites;
  - 2.21.1.7. Collects and analyzes evaluative data for continuous quality improvement with NH Human Services Research Institute (HSRI); and
  - 2.21.1.8. Ensures personnel who coordinate and implement the Youth Program are Certified Recovery Support Workers (CRSWs), Licensed Drug and Alcohol Counselors, or Master Licensed Drug and Alcohol Counselors and are trained in required curriculum for AGP and SC through the Building Futures Together program.
- 2.21.2. The Contractor shall expand their current subcontract with **Archways** to include the operation of a Community Correction Program (CCP) that supports recovery services for individuals with OUD and any co-occurring SUD/MH issues or individuals who have experienced an overdose. The Contractor shall ensure the Archways CCP:
- 2.21.2.1. Assists individuals, following release from DOC facilities, with navigating recovery support systems and accessing health and wellness, housing, employment, and other professional and non-professional services;
  - 2.21.2.2. Is available in community settings for individuals experiencing homelessness;
  - 2.21.2.3. Maintains policies and procedures;
  - 2.21.2.4. Maintains an enrollment process;
  - 2.21.2.5. Maintains outreach materials;
  - 2.21.2.6. Facilitates meetings with the Community Corrections Team on a schedule mutually agreed upon between Archways and the Department;
  - 2.21.2.7. Collects evaluative data to analyze for continuous quality improvement; and
  - 2.21.2.8. Ensures personnel providing services at any affiliated DOC location meets qualifications and safety standards in collaboration with DOC, as approved by the Department.
- 2.21.3. The Contractor shall expand their current subcontract with **SOS Recovery** to include the operation of a Peer Strength Expansion (PSE) program to increase access to peer recovery support services for individuals aged 18 years and older, who are experiencing SUD and/or OUD, and are involved in the NH criminal justice system. The Contractor shall ensure the SOS Recovery PSE program:
- 2.21.3.1. Offers in-person and telehealth services;
  - 2.21.3.2. Screens and assesses individuals for the presence of SUD and/or

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- 2.21.3.3. Provides population-appropriate recovery approaches to meet the needs of populations served;
- 2.21.3.4. Provides recovery support services, including, but not limited to:
  - 2.21.3.4.1. Development of wellness plans.
  - 2.21.3.4.2. Vocational and educational services.
  - 2.21.3.4.3. Employment support services.
  - 2.21.3.4.4. Housing support services.
  - 2.21.3.4.5. Transportation services, direct or by referral.
  - 2.21.3.4.6. Other services as needed to address Social Determinants of Health.
- 2.21.3.5. Collaborates with community partners, serving various populations, to ensure the provision of comprehensive recovery support services.
- 2.21.3.6. Ensures staffing is sufficient to enhance existing capacity for current treatment court and correctional site partnerships; and to target expansion of services to new treatment court, corrections, and probation/parole office locations in priority regions that have unmet resource needs, including Strafford, Rockingham, Coos, Cheshire, and Carroll counties.
- 2.21.4. The Contractor shall expand their current subcontract with **TLC Family Resource Center** to include the operation of a recovery center located in Lebanon, NH. The Contractor shall ensure the recovery center:
  - 2.21.4.1. Meets all requirements for recovery centers identified in this Agreement.
  - 2.21.4.2. Is accessible in multiple ways, including, but not limited to walk-in, phone, and virtual meetings.
  - 2.21.4.3. Provides services at no cost to individuals with OUD and/or a co-occurring SUD and MH, and include, but are not limited to:
    - 2.21.4.3.1. Resource navigation and connection that addresses basic needs, including, but not limited to housing, transportation, and food.
    - 2.21.4.3.2. Assistance applying for public benefits through NH Easy.
    - 2.21.4.3.3. Assistance enrolling in recovery support programs and services, including, but not limited to peer recovery coaching, recovery support groups, home visiting services, and parent education services.
    - 2.21.4.3.4. Direct financial assistance with expenses that affect sustained recovery and treatment adherence including, housing, utilities, transportation, childcare, food, and healthcare.
    - 2.21.4.3.5. Telephone recovery and peer support.
    - 2.21.4.3.6. Support accessing behavioral health services, as appropriate and clinically indicated, including, but not limited to medications for SUD, inpatient or outpatient

treatment programs, and child and family therapy services.

2.21.4.4. Engages and encourages community partners, through outreach and marketing, to refer individuals who have, or are at risk of developing, OUD and/or co-occurring SUD/MH issues to the Drop-in Program, including employers, peer recovery specialists, primary and behavioral healthcare professionals, community members.

2.21.4.5. Ensures:

2.21.4.5.1. Appropriate staffing levels are maintained at the Drop-In Program location, necessary to perform and carry out all of the functions, requirements, roles and duties in this Agreement.

2.21.4.5.2. Program staff and volunteers are CRSWs or obtain CRSW certification within one (1) year of their date of hire, in accordance with the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals.

2.21.4.5.3. Program staff and volunteers are trained to conduct intakes to facilitate efficient enrollment in additional recovery support services.

2.21.4.5.4. Each CRSW, at a minimum:

2.21.4.5.4.1. Provides resource navigation and refers individuals to services that address the Social Determinants of Health;

2.21.4.5.4.2. Assists individuals with applying for direct financial assistance for expenses and supplies that affect recovery and treatment;

2.21.4.5.4.3. Coordinates the disbursement and tracking of direct financial assistance funds;

2.21.4.5.4.4. Provides direct support with accessing behavioral health, treatment services, and recovery supports including advocacy, application process, arranging transportation, and providing/securing financial assistance;

2.21.4.5.4.5. Conducts screenings and provides support for the referral and intake process for additional Contractor or partner programs;

2.21.4.5.4.6. Maintains adequate walk-in coverage of the Drop-In Programs;

2.21.4.5.4.7. Trains and manages volunteers providing telephone recovery and peer support; and

2.21.4.5.4.8. Builds and maintains communication with community partners for referrals and

resource navigation.

2.21.4.5.4.9. Facilitates the compilation and upkeep of a resource list for staff and a website list for the TLC community.

2.21.4.5.4.10. Maintains weekly logs of the duties listed above to assist the Department in tracking progress of the program outlined in this Agreement.

2.21.4.5.5. Volunteer Coordinator, at a minimum, recruits, trains, and supervises volunteers.

7. Modify Exhibit B, Amendment #2, Scope of Services, by adding Section 4.7 to read:

4.7. Reporting for OAC Funded Programs

4.7.1. The Contractor shall collect annual reports from OAC funded programs identified in Section 2.21, in a format as required by the OAC and provide the reports to the Department, no later than August 1<sup>st</sup> of each calendar year, for distribution to the OAC. The Contractor must ensure the OAC reports are broken out by program and include:

4.7.1.1. Name, mailing address, and physical address of each OAC funded program;

4.7.1.2. Time period covered by the report;

4.7.1.3. Date the report was prepared;

4.7.1.4. A detailed account of funding spent on approved uses;

4.7.1.5. Number of individuals served;

4.7.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

4.7.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded

8. Modify Exhibit B, Amendment #2, Scope of Services, Section 5.1.1 to read:

5.1.1 A minimum of 21 Recovery Centers and 10 RCOs are open and providing PRSS;

9. Modify Exhibit B, Amendment #2, Scope of Services, by adding Section 9 to read:

9. Contract End-of-Life Transition Services

9.1. General Requirements

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

9.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure

transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

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

9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

9.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

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

9.2. Completion of Transition Services

9.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

9.3. Disagreement over Transition Services Results

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

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

1. This Agreement is funded by:

1.1. 32% Federal funds:

1.1.1. 14% State Opioid Response (SOR) Grant, as awarded by the US Department

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[Signature]

of Health and Human Services (US DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Assistance Listing Number (ALN) #93.788:

- 1.1.1.1. SOR 2 Project, as awarded on August 9, 2021, FAIN TI083326;
- 1.1.1.2. SOR 3B Project, as awarded September 23, 2022, FAIN TI085759; and
- 1.1.1.3. SOR 3B Project, as awarded on September 1, 2023, FAIN TI085759;
- 1.1.2. 18% Substance Abuse Prevention and Treatment Block Grant, as awarded by the US DHHS, SAMHSA, ALN #93.959 on:
  - 1.1.2.1. March 11, 2021, FAIN TI083509;
  - 1.1.2.2. September 16, 2021, FAIN TI083464;
  - 1.1.2.3. February 10, 2022, FAIN TI084659;
  - 1.1.2.4. June 15, 2023, FAIN B08TI085821;
  - 1.1.2.5. May 28, 2024, FAIN TI087053; and
  - 1.1.2.6. February 24, 2025, FAIN TI088120.
- 1.2. 9% General funds; and
- 1.3. 59% Other funds:
  - 1.3.1. 21% Governor's Commission; and
  - 1.3.2. 38% Opioid Abatement Trust Fund.

11. 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-7, Amendment #3, SFY2027 Budget.

- 12. Add Exhibit C-5, Amendment #3, SFY2025 Budget, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit C-6, Amendment #3, SFY2026 Budget, which is attached hereto and incorporated by reference herein.
- 14. Add Exhibit C-7, Amendment #3, SFY2027 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 May 4, 2025, 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

4/3/2025  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja S. Fox*  
\_\_\_\_\_  
Name: Katja S. Fox  
Title: Director

Harbor Homes, Inc.

4/2/2025  
\_\_\_\_\_  
Date

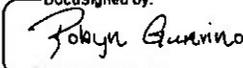
Signed by:  
*Henry Och*  
\_\_\_\_\_  
Name: Henry Och  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/4/2025

Date

DocuSigned by:  
  
748734844841400...

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-5, Amendment #3  
SFY2025 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization  
Indirect Cost Rate: 41.31% Salary and Benefits Only  
Budget Period: SFY25 5/3/2025-6/30/2025

Line Item	Total Program Cost			General Operations & Remaining RCOs			Homeless Outreach			OAC, Funded Projects (3 RCOs)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Total Salary/Wages	\$ 7,995	\$ 3,303	\$ 11,297	\$	\$	\$	\$	\$	\$	\$ 7,995	\$ 3,303	\$ 11,297
Employee Benefits	\$ 2,105	\$ 870	\$ 2,975	\$	\$	\$	\$	\$	\$	\$ 2,105	\$ 870	\$ 2,975
Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment												
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies - Educational	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies - Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies - Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies - Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies - Office	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Occupancy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Software	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Marketing / Communications	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Education and Training	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Audit & Legal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Insurance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - (please specify)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - (please specify)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - (please specify)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - (please specify)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subrecipient Contracts - RCOs	\$ 142,718	\$	\$ 142,718	\$	\$	\$	\$	\$	\$	\$ 142,718	\$	\$ 142,718
Subrecipient Contracts - Homeless Outreach	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$ 152,818</b>	<b>\$ 4,172</b>	<b>\$ 156,990</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 152,818</b>	<b>\$ 4,172</b>	<b>\$ 156,990</b>

Totals should not exceed these amounts  
Indirect As A Percent of Direct:

41.31%  
Calculated on Salary and Benefits only - cannot exceed 41.31% NICRA

10% at \$14,272 for salary, benefits and indirect to support 3 RCOs

Exhibit C-6, Amendment #3  
SFY2026 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization  
Indirect Cost Rate: 45.48% Salary and Benefits Only  
Budget Period: SFY26 7/1/2025-6/30/2026

Line Item	Total Program Cost			General Operations & Remaining RCOs			Homeless Outreach			OAC-Funded Projects (3 RCOs)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Total Salary/Wages	\$ 619,575	\$ 281,782	\$ 901,357	\$ 563,432	\$ 256,249	\$ 819,681	\$ 10,630	\$ 4,834	\$ 15,464	\$ 45,512	\$ 20,699	\$ 66,211
Employee Benefits	\$ 181,721	\$ 82,647	\$ 264,368	\$ 165,255	\$ 75,158	\$ 240,413	\$ 3,118	\$ 1,418	\$ 4,536	\$ 13,349	\$ 6,071	\$ 19,420
Consultants	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Office	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy	\$ 18,000	\$ -	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 280,500	\$ -	\$ 280,500	\$ 280,500	\$ -	\$ 280,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Marketing / Communications	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Education and Training	\$ 53,578	\$ -	\$ 53,578	\$ 53,578	\$ -	\$ 53,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Telephone	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Audit & Legal	\$ 1,320	\$ -	\$ 1,320	\$ 1,320	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Insurance	\$ 5,100	\$ -	\$ 5,100	\$ 5,100	\$ -	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subrecipient Contracts - RCOs	\$ 7,042,216	\$ -	\$ 7,042,216	\$ 6,185,908	\$ -	\$ 6,185,908	\$ -	\$ -	\$ -	\$ 856,308	\$ -	\$ 856,308
Subrecipient Contracts - Homeless & Encampment Outreach	\$ 180,000	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000	\$ -	\$ -	\$ -
TOTAL	\$ 8,477,510	\$ 364,429	\$ 8,841,939	\$ 7,368,593	\$ 331,407	\$ 7,700,000	\$ 193,748	\$ 6,252	\$ 200,000	\$ 915,169	\$ 26,770	\$ 941,939

Totals should not exceed these amounts: \$ 8,841,939.00 \$ 200,000.00 \$ 941,939.00  
Indirect As A Percent of Direct 45.48% 10% totaling \$85,631 for salary, benefits, and indirect to support 3 RCOs

\$ (0.00)

Exhibit C-7, Amendment #3  
SFY2027 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Harbor Homes, Inc.

Budget Request for: Peer Recovery Support Services Facilitating Organization  
Indirect Cost Rate: 45.48% Salary and Benefits Only  
Budget Period: SFY27 7/1/2026-6/30/2027

Line Item	Total Program Cost			General Operations & Remaining RCOs			Homeless Outreach			OAC Funded Projects (3 RCOs)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
Total Salary/Wages	\$ 619,575	\$ 281,782	\$ 901,357	\$ 563,432	\$ 256,249	\$ 819,681	\$ 10,630	\$ 4,834	\$ 15,464	\$ 45,512	\$ 20,699	\$ 66,211
Employee Benefits	\$ 181,721	\$ 82,847	\$ 264,368	\$ 165,255	\$ 75,158	\$ 240,413	\$ 3,118	\$ 1,418	\$ 4,536	\$ 13,349	\$ 6,071	\$ 19,420
Consultants	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies - Office	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy	\$ 18,000	\$ -	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 280,500	\$ -	\$ 280,500	\$ 280,500	\$ -	\$ 280,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Marketing / Communications	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Education and Training	\$ 53,578	\$ -	\$ 53,578	\$ 53,578	\$ -	\$ 53,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Telephone	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Audit & Legal	\$ 1,320	\$ -	\$ 1,320	\$ 1,320	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Insurance	\$ 5,100	\$ -	\$ 5,100	\$ 5,100	\$ -	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subrecipient Contracts - RCOs	\$ 7,042,216	\$ -	\$ 7,042,216	\$ 6,185,908	\$ -	\$ 6,185,908	\$ -	\$ -	\$ -	\$ 856,308	\$ -	\$ 856,308
Subrecipient Contracts - Homeless Outreach	\$ 180,000	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 8,477,510</b>	<b>\$ 364,429</b>	<b>\$ 8,841,939</b>	<b>\$ 7,368,593</b>	<b>\$ 331,407</b>	<b>\$ 7,700,000</b>	<b>\$ 193,748</b>	<b>\$ 6,252</b>	<b>\$ 200,000</b>	<b>\$ 915,169</b>	<b>\$ 26,770</b>	<b>\$ 941,939</b>

Totals should not exceed these amounts  
Indirect As A Percent of Direct

45.48%

\$ 200,000.00

\$ 941,939.00

10% totaling \$85,631 for salary, benefits, and indirect to support 3 RCOs

# 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: 0006759038



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Harbor Homes, Inc. d/b/a Harbor Care  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 2, 2025, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

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

Dated: 4/2/2025

DocuSigned by:  
Joel Jaffe  
Signature of Elected Officer  
Name: Joel Jaffe  
Title: Board Chairman

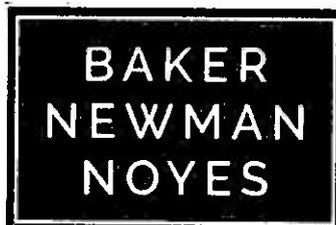






Our **mission** is to provide vital services, including housing and healthcare, to all in our communities needing assistance.

Our **vision** is one where everyone gets to live safe, stable, and healthy lives, filled with purpose, respect and dignity.



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

**Consolidated Financial Statements  
and Supplementary Information**

*For the Year Ended June 30, 2024 With Comparative  
Information for the Year Ended June 30, 2023  
With Independent Auditors' Report*

Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.com)



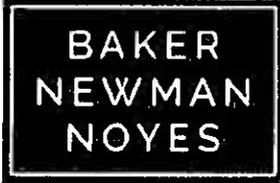
**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

For the Year Ended June 30, 2024 With Comparative  
Information for the Year Ended June 30, 2023

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## 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, 2024, 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, 2024, 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 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 27, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, 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  
October 23, 2024

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

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

June 30, 2024 With Summarized  
Comparative Information as of June 30, 2023

	<u>ASSETS</u>			
	Without Donor Restrictions	With Donor Restrictions	<u>2024</u>	<u>2023</u>
Current assets:				
Cash and cash equivalents	\$ 3,268,279	\$248,013	\$ 3,516,292	\$ 5,686,184
Restricted cash	773,159	-	773,159	780,450
Other accounts receivable, net	2,631,479	-	2,631,479	1,758,375
Patient receivables (FQHC)	366,074	-	366,074	394,556
Due from related organizations	100,201	-	100,201	96,059
Inventory	124,888	-	124,888	50,462
Other assets	<u>121,484</u>	<u>-</u>	<u>121,484</u>	<u>84,994</u>
Total current assets	7,385,564	248,013	7,633,577	8,851,080
Property and equipment, net	24,877,535	-	24,877,535	24,704,350
Other noncurrent assets:				
Investments	91,353	-	91,353	96,542
Beneficial interest in assets held by others	-	248,995	248,995	227,408
Operating lease right-of-use assets	122,193	-	122,193	127,113
Other assets	<u>171,189</u>	<u>-</u>	<u>171,189</u>	<u>169,206</u>
Total other noncurrent assets	384,735	248,995	633,730	620,269
Total assets	<u>\$32,647,834</u>	<u>\$497,008</u>	<u>\$33,144,842</u>	<u>\$34,175,699</u>

LIABILITIES AND NET ASSETS

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2024</u>	<u>2023</u>
<b>Current liabilities:</b>				
Current portion of notes payable	\$ 558,862	\$ —	\$ 558,862	\$ 528,615
Current portion of operating lease liabilities	66,928	—	66,928	66,578
Current portion of finance lease liabilities	19,174	—	19,174	—
Accounts payable	1,840,354	—	1,840,354	1,132,643
Accrued payroll, vacation and related expenses	605,373	—	605,373	630,581
Other liabilities	<u>302,652</u>	<u>—</u>	<u>302,652</u>	<u>328,706</u>
Total current liabilities	3,393,343	—	3,393,343	2,687,123
<b>Long-term liabilities:</b>				
Accrued payroll, vacation and related expenses	691,657	—	691,657	655,051
Notes payable, net of current portion	12,438,087	—	12,438,087	12,987,789
Notes payable, tax credits	287,643	—	287,643	343,583
Notes payable, deferred	7,169,749	—	7,169,749	7,169,749
Operating lease liabilities, net of current portion	55,365	—	55,365	61,656
Finance lease liabilities, net of current portion	35,501	—	35,501	—
Other liabilities	<u>336,358</u>	<u>—</u>	<u>336,358</u>	<u>422,344</u>
Total long-term liabilities	<u>21,014,360</u>	<u>—</u>	<u>21,014,360</u>	<u>21,640,172</u>
Total liabilities	24,407,703	—	24,407,703	24,327,295
<b>Net assets:</b>				
Without donor restrictions:				
Undesignated	8,240,131	—	8,240,131	9,012,699
With donor restrictions	—	497,008	497,008	835,705
Total net assets	<u>8,240,131</u>	<u>497,008</u>	<u>8,737,139</u>	<u>9,848,404</u>
Total liabilities and net assets	<u>\$32,647,834</u>	<u>\$497,008</u>	<u>\$33,144,842</u>	<u>\$34,175,699</u>

See accompanying notes.

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

**CONSOLIDATED STATEMENTS OF ACTIVITIES  
AND CHANGES IN NET ASSETS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2024</u>	<u>2023</u>
Support and revenues:				
Support:				
Grants:				
Federal	\$13,397,592	\$ -	\$13,397,592	\$12,347,174
State	7,863,035	-	7,863,035	6,886,846
Contributions	850,587	241,955	1,092,542	2,733,103
Net assets released from restrictions - operations	<u>305,041</u>	<u>(305,041)</u>	<u>-</u>	<u>-</u>
Total support	22,416,255	(63,086)	22,353,169	21,967,123
Revenues:				
Patient service revenues (FQHC)	6,635,652	-	6,635,652	5,663,563
Patient service revenues (other)	4,489,456	-	4,489,456	4,507,336
Veterans Administration programs	4,803,605	-	4,803,605	5,430,359
Rental income:				
Resident payments	1,220,893	-	1,220,893	1,266,770
Other	616,778	-	616,778	508,201
Contracted services	128,904	-	128,904	150,773
Management fees	59,415	-	59,415	75,925
Other income	162,778	-	162,778	91,146
Employee retention tax credit income	<u>1,190,628</u>	<u>-</u>	<u>1,190,628</u>	<u>-</u>
Total revenues	<u>19,308,109</u>	<u>-</u>	<u>19,308,109</u>	<u>17,694,073</u>
Total support and revenues	41,724,364	(63,086)	41,661,278	39,661,196
Operating expenses:				
Program services	33,692,295	-	33,692,295	31,988,457
Management and general	7,371,911	-	7,371,911	6,311,023
Fundraising and development	<u>637,031</u>	<u>-</u>	<u>637,031</u>	<u>406,135</u>
Total operating expenses before depreciation and amortization expense	41,701,237	-	41,701,237	38,705,615
Depreciation and amortization expense	<u>1,425,055</u>	<u>-</u>	<u>1,425,055</u>	<u>1,409,790</u>
Total operating expenses	<u>43,126,292</u>	<u>-</u>	<u>43,126,292</u>	<u>40,115,405</u>
Loss from operations	(1,401,928)	(63,086)	(1,465,014)	(454,209)

**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, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	Without Donor Restrictions	With Donor Restrictions	<u>2024</u>	<u>2023</u>
Nonoperating revenue:				
Gain on forgiveness of debt	\$ -	\$ -	\$ -	\$ 398,747
Gain on sale of related organization	250,000	-	250,000	-
Investment return, net	<u>82,162</u>	<u>21,587</u>	<u>103,749</u>	<u>61,898</u>
Total nonoperating revenue	<u>332,162</u>	<u>21,587</u>	<u>353,749</u>	<u>460,645</u>
 (Deficiency) excess of revenues over expenses	 (1,069,766)	 (41,499)	 (1,111,265)	 6,436
 Net assets released from restrictions – capital acquisitions	 <u>297,198</u>	 <u>(297,198)</u>	 <u>-</u>	 <u>-</u>
 Change in net assets	 (772,568)	 (338,697)	 (1,111,265)	 6,436
 Net assets, beginning of year	 <u>9,012,699</u>	 <u>835,705</u>	 <u>9,848,404</u>	 <u>9,841,968</u>
 Net assets, end of year	 <u>\$ 8,240,131</u>	 <u>\$ 497,008</u>	 <u>\$ 8,737,139</u>	 <u>\$ 9,848,404</u>

See accompanying notes.

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

**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	Program Services	Management and General	Fundraising and Development	2024	2023
Personnel expenses:					
Salaries and wages	\$11,937,558	\$4,572,516	\$349,655	\$16,859,729	\$16,377,048
Payroll taxes	883,566	306,109	25,430	1,215,105	1,248,585
Employee benefits	2,396,342	969,501	33,316	3,399,159	2,834,201
Contract/professional services	638,719	195,420	52,400	886,539	914,429
Supplies:					
Office	96,641	26,291	949	123,881	147,039
Medical/dental	92,629	-	-	92,629	92,470
Building and household	203,275	6,317	2,767	212,359	193,935
Client services:					
Rental assistance	5,596,326	-	-	5,596,326	4,592,000
Rental application fee	1,090	-	-	1,090	611
Security deposit assistance	92,627	-	-	92,627	116,916
Utility rebate	112,363	-	-	112,363	75,621
Emergency housing	4,184	-	-	4,184	28,373
Treatment and supportive services	62,115	325	-	62,440	58,958
Training and employment assistance	7,937	-	-	7,937	4,441
Supportive services assistance	59,377	-	230	59,607	72,529
Activities, supplies and other assistance	54,805	850	55,367	111,022	99,109
Food, meals and nutritional assistance	256,857	1	-	256,858	269,460
Rent: office space	69,221	-	-	69,221	68,413
Condo association fees	18,968	-	-	18,968	17,524
Building:					
Maintenance and repairs	630,346	81,660	647	712,653	754,678
Utilities	683,663	73,943	941	758,547	949,211
Interest:					
Mortgage	560,810	95,216	889	656,915	682,012
Other	1,232	-	-	1,232	10,181
Conference and conventions	66,209	12,050	3,766	82,025	74,485
Professional services	14,959	38,045	-	53,004	41,336
Accounting and audit services	12,465	116,323	-	128,788	117,504
Legal fees	6,911	126,842	-	133,753	98,953
Insurance:					
Property and liability	115,248	6,292	80	121,620	96,890
Professional	31,427	249	-	31,676	118,504
Other	-	96,266	-	96,266	319
Vehicle and transportation expenses	94,171	-	-	94,171	82,103

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

**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising and Development</u>	<u>2024</u>	<u>2023</u>
<b>Staff:</b>					
Transportation	\$ 125,879	\$ 5,401	\$ 12	\$ 131,292	\$ 159,077
Education and training	156,126	52,964	—	209,090	196,698
Hiring and recruiting	105,571	848	—	106,419	17,213
Uniforms	4,176	—	—	4,176	3,421
In-kind donation	—	—	28,380	28,380	13,055
<b>Operations:</b>					
Communication	129,006	62,454	802	192,262	266,164
Cable	15,761	544	7	16,312	11,867
Postage	14,131	8,168	965	23,264	21,257
Membership and subscriptions	85,492	37,867	5,207	128,566	111,096
Equipment lease and maintenance	60,183	10,362	1,092	71,637	71,721
Software licenses, maintenance and fees	731,373	369,690	307	1,101,370	1,267,017
Subrecipient and subcontracts	5,602,773	25,670	—	5,628,443	4,731,555
Property taxes	59,413	—	—	59,413	40,571
Direct program marketing and advertising	36,083	1,205	1,389	38,677	50,450
Marketing	1,219	4,843	6,748	12,810	20,955
Fundraising publications	5,887	956	60,067	66,910	37,013
Management and administrative fees	—	—	—	—	22,290
Service charges and fees	43,917	14,506	2,617	61,040	54,646
Fines and penalties	143	—	—	143	206
Staff and board expenses	12,799	52,704	3,001	68,504	40,262
Residual receipts recapture	26,089	—	—	26,089	14,254
Cost of goods sold	1,673,746	—	—	1,673,746	1,316,989
<b>Allocation:</b>					
Support services	<u>487</u>	<u>(487)</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total functional expenses before depreciation and amortization expense	33,692,295	7,371,911	637,031	41,701,237	38,705,615
Depreciation and amortization expense	<u>1,074,911</u>	<u>349,638</u>	<u>506</u>	<u>1,425,055</u>	<u>1,409,790</u>
Total functional expenses	<u>\$34,767,206</u>	<u>\$7,721,549</u>	<u>\$637,537</u>	<u>\$43,126,292</u>	<u>\$40,115,405</u>

See accompanying notes.

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

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities:		
Change in net assets	\$(1,111,265)	\$ 6,436
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Restricted contributions	(241,955)	(575,867)
Depreciation and amortization	1,425,055	1,409,790
Amortization of notes payable issuance costs	2,854	2,854
Amortization of tax credit liability	(55,940)	(55,940)
Unrealized loss (gain) on investments	5,189	(23,800)
Change in beneficial interest in assets held by others	(21,587)	(10,171)
Gain on forgiveness of debt	-	(398,747)
Gain on sale of related organization	(250,000)	-
Noncash lease expense	(1,021)	1,121
Changes in operating assets and liabilities:		
Other accounts receivables, net	(873,104)	1,036,485
Patient accounts receivables	28,482	(62,092)
Due from related organizations	(4,142)	(46,024)
Inventory	(74,426)	41,570
Other assets	(38,473)	50,213
Accounts payable	707,711	124,848
Accrued payroll, vacation and related expenses	11,398	74,027
Other liabilities	<u>(112,040)</u>	<u>107,932</u>
Net cash (used) provided by operating activities	(603,264)	1,682,635
Cash flows from investing activities:		
Proceeds from sale of related organization	250,000	-
Purchase of property and equipment	<u>(1,534,268)</u>	<u>(941,011)</u>
Net cash used by investing activities	(1,284,268)	(941,011)
Cash flows from financing activities:		
Net payments on line of credit	-	(499,817)
Payments on notes and loans payable	(522,309)	(527,630)
Payments on finance lease liabilities	(9,297)	-
Restricted contributions	<u>241,955</u>	<u>575,867</u>
Net cash used by financing activities	<u>(289,651)</u>	<u>(451,580)</u>
Net change in cash, cash equivalents and restricted cash	(2,177,183)	290,044
Cash, cash equivalents and restricted cash, beginning of year	<u>6,466,634</u>	<u>6,176,590</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 4,289,451</u>	<u>\$ 6,466,634</u>

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

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

	<u>2024</u>	<u>2023</u>
Reconciliation of the consolidated statements of cash flow to the consolidated statements of financial position:		
Cash and cash equivalents	\$3,516,292	\$ 5,686,184
Restricted cash	<u>773,159</u>	<u>780,450</u>
Total cash, cash equivalents and restricted cash	<u>\$4,289,451</u>	<u>\$ 6,466,634</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	<u>\$ 656,417</u>	<u>\$ 690,428</u>
Noncash investing and financing activities:		
Right-of-use assets and operating lease liabilities recorded upon adoption of ASC 842	<u>\$ N/A</u>	<u>\$ 147,904</u>
Right-of-use assets obtained in exchange for new operating lease liabilities	<u>\$ 100,647</u>	<u>\$ 40,600</u>
Right-of-use assets obtained in exchange for new finance lease liabilities	<u>\$ 63,972</u>	<u>\$ —</u>

See accompanying notes.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

#### 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. Additionally, Harbor Care serves as the "Facilitating Organization" for the State of New Hampshire, providing capacity development, technical assistance, and backend administrative support to more than a dozen Recovery Community Organizations throughout New Hampshire. 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.

*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) – provide residential services to low-income individuals experiencing chronic behavioral issues or disability.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

#### 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 the holding company for the facility and property that, through Harbor Care's programming and staff, provides Greater Nashua's only comprehensive substance use disorder treatment center. Every year, the facility's services (provided by Harbor Care) 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.
- *Healthy at Home, Inc.* (HAH) provided in-home health care services as a Medicare-certified home health agency. HAH helped 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 kept clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provided skilled nursing, physical therapy, occupational therapy, homemaking services, respite care, and Alzheimer's care and dementia care.

On March 31, 2024, HAH entered into an asset purchase agreement with an unrelated entity for the sale of HAH totaling \$250,000. Effective May 31, 2024, HAH entered into a merger agreement in which all assets and liabilities were merged with and into Harbor Homes. A Plan of Merger was filed with the State of New Hampshire and Harbor Homes became the surviving organization. Simultaneous with this transaction, Harbor Homes, as successor by merger to HAH, completed the sale with the unrelated entity. Harbor Homes received proceeds from the sale totaling \$250,000 and recognized a gain on the sale totaling \$250,000.

- *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)* provided HIV/AIDS services in New Hampshire. During fiscal year 2021, the programs and employees of the Task Force were transitioned to Harbor Homes. Effective January 31, 2024, the Task Force was formally dissolved with the State of New Hampshire and all remaining assets and liabilities were transitioned to Harbor Homes.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

#### 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 (through the date of merger discussed above), SARC and the Task Force (through the date of dissolution discussed above), 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. In accordance with Accounting Standards Topic 326, *Financial Instruments – Credit Losses*, the Organization makes ongoing estimates relating to the collectability of accounts receivable and records an allowance for estimated losses expected from the inability of its payors to make required payments. The allowance for estimated credit losses 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 estimated credit losses was not significant at June 30, 2024 or 2023.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

##### Contributions Receivable

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

##### Grants Receivable

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

##### Patient Receivables

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

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**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 finance leased assets or leasehold improvements, amortization is 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 and amortization 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 2024 or 2023.

Notes Payable Issuance Costs

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

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

##### Net Assets

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

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

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

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

##### Revenue and Revenue Recognition

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

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

Revenue: The performance obligation of delivering patient services is simultaneously received and consumed by patients when services are provided, therefore the Organization recognizes patient service revenues when the services are provided. Patient service revenues are reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are not reported as revenue.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

#### 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 \$12,810 and \$20,955 for the years ended June 30, 2024 and 2023, 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 \$651,266 and \$603,844 for the years ended June 30, 2024 and 2023, respectively.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

The Organization also had another deferred compensation agreement with a certain executive. The amount ultimately due to the executive was to be paid upon the employee attaining certain criteria, including age. During fiscal year 2023, the amount due under the plan was paid in full and there is no remaining balance for related assets and liabilities as of June 30, 2023. Total plan expense was insignificant for the year ended June 30, 2023.

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.

Employee Retention Tax Credit Income

In August 2023, Harbor Homes was deemed eligible for the Employee Retention Credit for Employers (Employee Retention Credit) in the amount of \$1,190,628 as provided for under the *CARES Act*. Harbor Homes recognized \$1,190,628 within support and revenues in the accompanying consolidated statement of activities and changes in net assets for the year ending June 30, 2024. The Employee Retention Credit is a fully refundable payroll tax credit, totaling \$1,190,628 based on qualified wages from January 1, 2021 through June 30, 2021. The Organization is following the guidance in International Accounting Standards No. 20, *Accounting for Government Grants and Disclosure of Government Assistance* (IAS 20). While management believes they have complied with all terms and representations necessary to qualify for the Employee Retention Credit, the claims remain subject to possible audit by the IRS. The *Consolidated Appropriations Act* extended the IRS statutory deadline for auditing Employee Retention Tax Credit claims to 5 years. The results on the Organization's consolidated financial statements of potential future audits and investigations, if any, remain uncertain.

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.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

##### 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.

##### Leases

At inception of a contract, the Organization determines if a contract meets the definition of a lease. A lease is a contract, or part of a contract, that conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. The Organization determines if the contract conveys the right to control the use of an identified asset for a period of time. The Organization assesses throughout the period of use whether the Organization has both of the following: (1) the right to obtain substantially all of the economic benefits from use of the identified asset, and (2) the right to direct the use of the identified asset. This determination is reassessed if the terms of the contract are changed. Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets and lease liabilities are recognized at lease commencement date based on the present value of the minimum future lease payments.

The Organization's policy is to not record leases with an original term of twelve months or less on its consolidated statement of financial position. The Organization recognizes lease expense for these short-term leases on a straight-line basis over the lease term.

Lease liabilities are initially recorded based on the present value of lease payments over the expected remaining lease term. Lease payments are comprised of fixed and in-substance fixed contract consideration. The Organization has made a policy election not to separate lease components, nonlease components, and noncomponents. The right-of-use asset is based on the lease liability, adjusted for certain items such as lease prepayments or lease incentives received. Finance lease assets are amortized on a straight-line basis, with interest costs reported separately, over the lesser of the useful life of the leased asset or lease term. Operating lease expense is recognized on a straight-line basis. Variable lease payments are expensed as incurred.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

Certain lease agreements include rental payments that are adjusted periodically for inflation or other variables. In addition to rent, the leases may require the Organization to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as nonlease components. Such adjustments to rental payments and variable nonlease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred. Variable lease components and variable nonlease components are not measured as part of the right-of-use asset and lease liability. Only when lease components and their associated nonlease components are fixed are they accounted for as a single lease component and are recognized as part of a right-of-use asset and lease liability. Total contract consideration is allocated to the combined fixed lease and nonlease component. This policy election applies consistently to all asset classes under lease agreements.

Certain leases contain clauses for renewal at the Organization's option with renewal terms as discussed in Note 9. Payments to be made in option periods are recognized as part of the right-of-use lease assets and lease liabilities when it is reasonably certain that the option to extend the lease will be exercised or the option to terminate the lease will not be exercised, or is not at the Organization's option. The Organization determines whether the reasonably certain threshold is met by considering contract, asset, market, and entity-based factors.

The Organization's lease agreements do not contain any significant residual value guarantees or material restrictive covenants imposed by the leases.

The Organization does not have any sublease agreements.

**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 October 23, 2024, 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, 2024:

Cash and cash equivalents	\$3,268,279
Receivables	<u>2,997,553</u>
Financial assets available to meet general expenditures over the next year	<u>\$6,265,832</u>

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

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

**3. Restricted Cash**

Restricted cash consists of the following at June 30:

	<u>2024</u>	<u>2023</u>
Operating reserves (required by HUD and NHHFA)	\$ 76,024	\$ 75,236
Reserve for replacements (required by HUD and NHHFA)	590,932	571,740
Residual receipt deposits (required by HUD and NHHFA)	31,221	59,225
Security deposits	27,666	21,055
Other	<u>47,316</u>	<u>53,194</u>
	<u>\$773,159</u>	<u>\$780,450</u>

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

Other accounts receivable consist of the following at June 30:

	<u>2024</u>	<u>2023</u>
Grants	\$1,951,260	\$1,211,334
Medicaid/Medicare	319,826	224,743
Residents and patients	266,635	294,081
Other	<u>93,758</u>	<u>28,217</u>
	<u>\$2,631,479</u>	<u>\$1,758,375</u>

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

	<u>2024</u>	<u>2023</u>
Medicaid/Medicare	\$242,063	\$205,078
Other	<u>124,011</u>	<u>189,478</u>
	<u>\$366,074</u>	<u>\$394,556</u>

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**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, 2024 and 2023, the endowment fund has a value of \$248,995 and \$227,408, 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, 2024 and 2023, the application of valuation techniques applied to similar assets has been consistent.

Investments consist of the following at June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2024</u>				
Equities	\$44,932	\$ —	\$ —	\$ 44,932
Exchange traded funds	29,600	—	—	29,600
Mutual funds	16,821	—	—	16,821
Beneficial interest in assets held by others	—	—	248,995	248,995
	<u>\$91,353</u>	<u>\$ —</u>	<u>\$248,995</u>	<u>\$340,348</u>

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
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**5. Investments and Fair Value Measurements (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2023</u>				
Equities	\$ 55,330	\$ -	\$ -	\$ 55,330
Exchange traded funds	25,263	-	-	25,263
Mutual funds	15,949	-	-	15,949
Beneficial interest in assets held by others	<u>-</u>	<u>-</u>	<u>227,408</u>	<u>227,408</u>
	<u>\$96,542</u>	<u>\$ -</u>	<u>\$227,408</u>	<u>\$323,950</u>

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, 2022	\$217,237
Investment return, net of fees	<u>10,171</u>
Ending balance, June 30, 2023	227,408
Investment return, net of fees	<u>21,587</u>
Ending balance, June 30, 2024	<u>\$248,995</u>

**6. Property and Equipment**

Property and equipment consists of the following at June 30:

	<u>2024</u>	<u>2023</u>
Land and land improvements	\$ 4,513,038	\$ 4,491,238
Buildings and building improvements	35,127,224	34,181,194
Software	535,569	535,569
Vehicles	521,686	499,343
Furniture, fixtures and equipment	873,091	664,088
Construction in progress	<u>795,734</u>	<u>443,546</u>
	42,366,342	40,814,978
Less accumulated depreciation	<u>(17,488,807)</u>	<u>(16,110,628)</u>
	<u>\$ 24,877,535</u>	<u>\$ 24,704,350</u>

Depreciation and amortization expense totaled \$1,425,055 and \$1,409,790 for the years ended June 30, 2024 and 2023, respectively.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**7. Lines of Credit**

At June 30, 2024 and 2023, the Organization had the following lines of credit available:

Harbor Homes: \$3,000,000 line of credit available from Enterprise Bank secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate with a floor of 3.25% (8.50% at June 30, 2024). The line of credit expires February 28, 2025. There was no outstanding balance on the credit line as of June 30, 2024 and 2023.

GNCA: \$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (9.50% at June 30, 2024). The line of credit provides the bank with a first lien on accounts receivable as collateral. There was no outstanding balance on the line of credit at June 30, 2024 and 2023.

The agreements above contain certain financial and nonfinancial covenants. Management asserts all debt covenant requirements have been met or waived as of year end.

**8. Notes Payable**

Notes Payable

Notes payable consisted of the following as of June 30:

<u>Property/Security</u>	<u>Monthly Payment Amount</u>	<u>Interest Rate</u>	<u>Interest Type</u>	<u>Maturity Date</u>	<u>2024 Principal Balance</u>	<u>2023 Principal Balance</u>
615 Amherst Street, Nashua, NH	\$ 19,631	4.00%	Adjustable	September 2042	\$ 3,070,285	\$ 3,178,642
75-77 Northeastern Boulevard, Nashua, NH	15,311	3.92%	Adjustable	February 2052	3,079,713	3,139,409
75-77 Northeastern Boulevard, Nashua, NH	6,177	5.00%	Fixed	September 2029	1,156,068	1,171,952
335 Somerville Street, Manchester, NH	7,879	6.77%	Adjustable	December 2033	1,023,789	1,046,776
335 Somerville Street Manchester, NH	6,193	4.57%	Fixed	December 2033	959,350	989,066
59 Factory Street, Nashua, NH	7,768	7.05%	Adjustable	October 2040	894,973	923,954
59 Factory Street, Nashua, NH	2,692	4.75%	Adjustable	October 2040	365,675	380,221
59 Factory Street, Nashua, NH	359	6.96%	Adjustable	October 2035	33,751	35,639
46 Spring Street, Nashua, NH	5,126	6.97%	Adjustable	December 2036	501,227	526,811
46 Spring Street, Nashua, NH	3,996	4.75%	Fixed	December 2036	445,041	471,165
45 High Street, Nashua, NH	5,018	3.12%	Adjustable	August 2030	337,511	386,349
12 Auburn Street, Nashua, NH	2,863	3.85%	Adjustable	December 2045	501,833	516,560
30 Allds Street, Nashua, NH	5,276	9.25%*	Fixed	December 2026	144,981	192,470
156 Chestnut Street, Nashua, NH	3,369	9.25%*	Fixed	January 2028	122,924	150,577
99 Chestnut Street, Nashua, NH	1,538	5.67%	Adjustable	April 2042	206,909	213,432
7 Trinity Street, Claremont, NH	1,401	3.75%*	Adjustable	October 2031	166,755	177,079
7 North Main Street, Antrim, NH	3,184	9.25%*	Fixed	May 2025	38,260	71,252
					<u>13,049,045</u>	<u>13,571,354</u>

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
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**8. Notes Payable (Continued)**

<u>Property/Security</u>	<u>Monthly Payment Amount</u>	<u>Interest Rate</u>	<u>Interest Type</u>	<u>Maturity Date</u>	<u>2024 Principal Balance</u>	<u>2023 Principal Balance</u>
Notes payable issuance costs					\$ (52,096)	\$ (54,950)
Current portion					<u>(558,862)</u>	<u>(528,615)</u>
					<u>\$12,438,087</u>	<u>\$12,987,789</u>

\* HUD issued and backed

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

2025	\$ 558,862
2026	553,936
2027	555,717
2028	529,417
2029	530,775
Thereafter	<u>10,320,338</u>
	<u>\$13,049,045</u>

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

**Notes Payable, Tax Credits**

Notes payable, tax credits consist of notes held by the Community Development Finance Authority through the Community Development Investment Program, through the sale of tax credits to donor organizations. At June 30, 2024 and 2023, these tax credits totaled \$287,643 and \$343,583, 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 2024.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**8. Notes Payable (Continued)**

Deferred notes payable are as follows at June 30:

	<u>2024</u>	<u>2023</u>
City of Manchester:		
Somerville Street property	\$ 300,000	\$ 300,000
City of Nashua:		
Factory Street property	580,000	580,000
Spring Street property	491,000	491,000
Strawberry Bank condominium	80,000	80,000
High Street fire system	<u>65,000</u>	<u>65,000</u>
Total City of Nashua	1,216,000	1,216,000
HUD:		
Strawberry Bank condominium	436,400	436,400
Federal Home Loan Bank (FHLB):		
Factory Street property	400,000	400,000
Somerville Street property	400,000	400,000
Amherst Street property	<u>385,000</u>	<u>385,000</u>
Total FHLB	1,185,000 <sup>(1)</sup>	1,185,000 <sup>(1)</sup>
New Hampshire Housing Finance Authority (NHHFA):		
Amherst Street property	1,500,000	1,500,000
Factory Street property	982,349	982,349
Spring Street property	550,000	550,000
Somerville Street property	<u>1,000,000</u>	<u>1,000,000</u>
Total NHHFA	<u>4,032,349<sup>(2)</sup></u>	<u>4,032,349<sup>(2)</sup></u>
	<u>\$7,169,749</u>	<u>\$7,169,749</u>

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

During fiscal year 2023, the FHLB Spring Street property deferred loan totaling \$398,747 was discharged by the mortgage holder as the project had reached the end of the Affordable Housing Program (AHP) retention period and satisfied the terms of the AHP subsidy agreement. Accordingly, the Organization recognized a gain on forgiveness of debt totaling \$398,747 within nonoperating revenue in the accompanying consolidated statement of activities and changes in net assets for the year ending June 30, 2023.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**9. Leases**

The Organization leases various office space and parking under noncancellable operating leases. The original lease terms are one to five years with certain options for the Organization to renew the leases for specific periods subsequent to the original lease terms. The monthly payments during 2024 ranged from \$750 to \$3,500 and the leases expire at various periods through October 2027.

The Organization leases various vehicles under finance leases. The original lease terms are approximately three years, with monthly payments ranging from \$276 to \$784 through March 2027.

Right-of-use assets and lease liabilities are reported in the Organization's consolidated statements of financial position as follows:

	<u>2024</u>	<u>2023</u>
Operating leases:		
Operating lease right-of-use assets	<u>\$122,193</u>	<u>\$127,113</u>
Current portion of operating lease liabilities	\$ 66,928	\$ 66,578
Operating lease liabilities, less current portion	<u>55,365</u>	<u>61,656</u>
Total operating lease liabilities	<u>\$122,293</u>	<u>\$128,234</u>
Finance leases:		
Property and equipment, net	<u>\$ 54,130</u>	<u>\$ —</u>
Current portion of finance lease liabilities	\$ 19,174	\$ —
Finance lease liabilities, less current portion	<u>35,501</u>	<u>—</u>
Total finance lease liabilities	<u>\$ 54,675</u>	<u>\$ —</u>

<u>Description</u>	<u>Consolidated Statements of Functional Expenses Classification</u>	
Operating lease expense	Rent: office space	\$ 67,924    \$ 63,978
Finance lease costs:		
Amortization of right-of-use assets	Depreciation and amortization	\$ 9,842    \$ —
Interest on lease liabilities	Interest expense – other	1,232        —

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**9. Leases (Continued)**

Supplemental Cash Flow Information

Supplemental cash flow information is as follows for the fiscal years ended June 30:

	<u>2024</u>	<u>2023</u>
Operating leases – operating cash flows (fixed payments)	\$ 67,824	\$ 62,677
Finance leases – finance cash flows (liability reduction)	9,297	–
Operating leases - right-of-use assets and operating lease liabilities recorded upon adoption of ASU 842	N/A	147,904
Operating leases - right-of-use assets obtained in exchange for new operating lease liabilities	100,647	40,600
Finance leases - right-of-use assets obtained in exchange for new finance lease liabilities	63,972	–

Lease Term and Discount Rate

Lease term and discount rate are as follows for the fiscal years ended June 30:

	<u>2024</u>	<u>2023</u>
Operating leases:		
Weighted-average remaining lease term (in years)	2.0	2.4
Weighted-average discount rate	4.82%	3.24%
Finance leases:		
Weighted-average remaining lease term (in years)	2.8	N/A
Weighted-average discount rate	4.10%	N/A

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, the Organization has made a policy election to use a risk-free rate as the discount rate for all classes of underlying assets.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**9. Leases (Continued)**

As of June 30, 2024, maturities of operating and finance lease liabilities for each of the following four years were as follows:

	<u>Finance Leases</u>	<u>Operating Leases</u>
2025	\$21,058	\$ 71,045
2026	21,058	45,000
2027	15,793	9,000
2028	<u>—</u>	<u>3,000</u>
Total minimum future lease payments	57,909	128,045
Less imputed interest	<u>(3,234)</u>	<u>(5,752)</u>
Total lease liabilities	<u>\$54,675</u>	<u>\$122,293</u>

**Lease Income**

The Organization has entered into various agreements to lease certain office space and parking to other organizations. These leases generally contain rent escalation clauses, unless either party provides advance written notice of termination. All leases are determined to be operating leases. In 2024 and 2023, rental income (included in other rental income) was approximately \$503,000 and \$444,000, respectively.

Scheduled future lease payments, excluding opportunities for future renewals, consist of the following at June 30, 2024:

2025	\$555,540
2026	497,680
2027	391,590
2028	184,689
2029	52,035

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

**10. Net Assets With Donor Restrictions**

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

	<u>2024</u>	<u>2023</u>
Purpose:		
Capital improvements	\$ 5,498	\$365,727
Veterans programs	75,891	10,751
Miscellaneous	15,733	97,107
Special events	-	1,933
Recruitment/retention/training	-	108,240
Housing	62,009	-
Program support	51,917	-
Client assistance	<u>36,965</u>	<u>24,539</u>
	248,013	608,297
Perpetuity:		
Beneficial interest in assets held by others	<u>248,995</u>	<u>227,408</u>
	<u>\$497,008</u>	<u>\$835,705</u>

**11. Patient Service Revenues**

The Organization recognizes patient service revenue associated with services provided through its FQHC to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal fee. If the patient is unable to pay the nominal fee, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

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

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

	<u>2024</u>	<u>2023</u>
Medicaid	\$4,086,882	\$3,317,574
Medicare	1,626,257	1,659,551
Third party	686,139	451,005
Sliding fee/free care	91,450	110,088
Self-pay	<u>144,924</u>	<u>125,345</u>
	<u>\$6,635,652</u>	<u>\$5,663,563</u>

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

	<u>2024</u>	<u>2023</u>
Medicaid	\$4,343,507	\$4,363,779
Medicare	78,031	92,055
Third party	24,936	33,377
Self-pay	<u>42,982</u>	<u>18,125</u>
	<u>\$4,489,456</u>	<u>\$4,507,336</u>

**12. 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.

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

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Year Ended June 30, 2024 With Summarized  
Comparative Information for the Year Ended June 30, 2023

#### 12. Functional Expenses (Continued)

##### 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.

#### 13. 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, 2024 and 2023, Harbor Homes has recorded \$267,551 and \$270,459, 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, 2024 and 2023, 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 \$59,000 and \$76,000 in management fee revenue from Boulder Point for the years ended June 30, 2024 and 2023, respectively, and has also reflected approximately \$100,000 and \$96,000, respectively, as due from Boulder Point within due from related organizations in the accompanying consolidated statements of financial position at June 30, 2024 and 2023.
- 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, 2024 and 2023.

## **Supplementary Information**

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

June 30, 2024 With Summarized Comparative Information for June 30, 2023

	Harbor Homes*	Harbor Homes II, Inc.	Harbor Homes III Inc.	III 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	2024	2023
<b>Assets</b>												
<b>Current assets:</b>												
Cash and cash equivalents	\$ 2,269,718	\$ 1,447	\$ 3,287	\$ 2,830	\$ 1,224,307	\$ -	\$ 5,855	\$ 8,848	\$ -	\$ -	\$ 3,516,292	\$ 5,686,184
Restricted cash	464,689	25,175	48,830	15,359	105,274	-	39,310	74,522	-	-	773,159	780,450
Other accounts receivable, net	2,621,762	2,248	288	782	-	-	5,962	437	-	-	2,631,479	1,758,375
Patient receivables (FQHC)	366,074	-	-	-	-	-	-	-	-	-	366,074	394,556
Due from related organizations	3,810,327	-	-	-	1,078,157	-	-	-	-	(4,788,283)	100,201	96,059
Inventory	124,888	-	-	-	-	-	-	-	-	-	124,888	50,462
Other assets	121,484	-	-	-	-	-	-	-	-	-	121,484	84,994
<b>Total current assets</b>	<b>9,778,942</b>	<b>28,870</b>	<b>52,405</b>	<b>18,971</b>	<b>2,407,738</b>	<b>-</b>	<b>51,127</b>	<b>83,807</b>	<b>-</b>	<b>(4,788,283)</b>	<b>7,633,577</b>	<b>8,851,080</b>
Property and equipment, net	19,212,102	215,722	167,875	239,524	4,148,582	-	774,726	119,004	-	-	24,877,535	24,704,350
<b>Other noncurrent assets:</b>												
Investments	91,353	-	-	-	-	-	-	-	-	-	91,353	96,542
Beneficial interest in assets held by others	248,995	-	-	-	-	-	-	-	-	-	248,995	227,408
Operating lease right-of-use assets	2,102,326	-	-	-	-	-	-	-	-	(1,980,133)	122,193	127,113
Other assets	171,189	-	-	-	-	-	-	-	-	-	171,189	169,206
<b>Total other noncurrent assets</b>	<b>2,613,863</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,980,133)</b>	<b>633,730</b>	<b>620,269</b>
<b>Total assets</b>	<b>\$31,604,907</b>	<b>\$ 244,592</b>	<b>\$ 220,280</b>	<b>\$ 258,495</b>	<b>\$ 6,556,320</b>	<b>\$ -</b>	<b>\$ 825,853</b>	<b>\$ 202,811</b>	<b>\$ -</b>	<b>\$(6,768,416)</b>	<b>\$33,144,842</b>	<b>\$34,175,699</b>
<b>Liabilities and Net Assets</b>												
<b>Current liabilities:</b>												
Current portion of notes payable	\$ 309,881	\$ 52,073	\$ 30,322	\$ -	\$ 115,106	\$ -	\$ 51,480	\$ -	\$ -	\$ -	\$ 558,862	\$ 528,615
Current portion of operating lease liabilities	355,786	-	-	-	-	-	-	-	-	(288,858)	66,928	66,578
Current portion of finance lease liabilities	19,174	-	-	-	-	-	-	-	-	-	19,174	-
Due to related organizations	4,316,595	286,086	39,272	23,952	-	-	114,708	7,670	-	(4,788,283)	-	-
Accounts payable	1,819,353	838	245	-	-	-	2,414	17,504	-	-	1,840,354	1,132,643
Accrued payroll, vacation and related expenses	605,373	-	-	-	-	-	-	-	-	-	605,373	630,581
Other liabilities	297,070	2,364	1,176	986	-	-	998	58	-	-	302,652	328,706
<b>Total current liabilities</b>	<b>7,723,232</b>	<b>341,361</b>	<b>71,015</b>	<b>24,938</b>	<b>115,106</b>	<b>-</b>	<b>169,600</b>	<b>25,232</b>	<b>-</b>	<b>(5,077,141)</b>	<b>3,393,343</b>	<b>2,687,123</b>
<b>Long-term liabilities:</b>												
Accrued payroll, vacation and related expenses	691,657	-	-	-	-	-	-	-	-	-	691,657	655,051
Notes payable, net of current portion	8,860,879	92,908	92,602	-	2,903,085	-	488,613	-	-	-	12,438,087	12,987,789
Notes payable, tax credits	287,643	-	-	-	-	-	-	-	-	-	287,643	343,583
Notes payable, deferred	4,768,349	-	-	516,400	1,885,000	-	-	-	-	-	7,169,749	7,169,749
Operating lease liabilities, net of current portion	1,746,640	-	-	-	-	-	-	-	-	(1,691,275)	55,365	61,656
Finance lease liabilities, net of current portion	35,501	-	-	-	-	-	-	-	-	-	35,501	-
Other liabilities	312,291	4,777	3,081	817	-	-	13,358	2,034	-	-	336,358	422,344
<b>Total long-term liabilities</b>	<b>16,702,960</b>	<b>97,685</b>	<b>95,683</b>	<b>517,217</b>	<b>4,788,085</b>	<b>-</b>	<b>501,971</b>	<b>2,034</b>	<b>-</b>	<b>(1,691,275)</b>	<b>21,014,360</b>	<b>21,640,172</b>
<b>Total liabilities</b>	<b>24,426,192</b>	<b>439,046</b>	<b>166,698</b>	<b>542,155</b>	<b>4,903,191</b>	<b>-</b>	<b>671,571</b>	<b>27,266</b>	<b>-</b>	<b>(6,768,416)</b>	<b>24,407,703</b>	<b>24,327,295</b>
<b>Net assets (deficit):</b>												
Without donor restrictions	6,681,707	(194,454)	53,582	(283,660)	1,653,129	-	154,282	175,545	-	-	8,240,131	9,012,699
With donor restrictions	497,008	-	-	-	-	-	-	-	-	-	497,008	835,705
<b>Total net assets (deficit)</b>	<b>7,178,715</b>	<b>(194,454)</b>	<b>53,582</b>	<b>(283,660)</b>	<b>1,653,129</b>	<b>-</b>	<b>154,282</b>	<b>175,545</b>	<b>-</b>	<b>-</b>	<b>8,737,139</b>	<b>9,848,404</b>
<b>Total liabilities and net assets</b>	<b>\$31,604,907</b>	<b>\$ 244,592</b>	<b>\$ 220,280</b>	<b>\$ 258,495</b>	<b>\$ 6,556,320</b>	<b>\$ -</b>	<b>\$ 825,853</b>	<b>\$ 202,811</b>	<b>\$ -</b>	<b>\$(6,768,416)</b>	<b>\$33,144,842</b>	<b>\$34,175,699</b>

\* Consists of Harbor Homes, Inc., HII 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, 2024 With Summarized Comparative Information for the Year Ended June 30, 2023

	Harbor Homes*	Harbor Homes II, Inc.	Harbor Homes III Inc.	III 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	2024	2023
<b>Support and Revenues</b>												
<b>Support:</b>												
Grants:												
Federal	\$ 12,772,875	\$ 143,051	\$ 119,535	\$ 35,545	\$ -	\$ -	\$ 157,448	\$ 88,268	\$ 80,870	\$ -	\$ 13,397,592	\$ 12,347,174
State	7,863,035	-	-	-	-	-	-	-	-	-	7,863,035	6,886,846
Contributions	919,001	11,561	-	-	114,599	17,477	29,832	-	72	-	1,092,542	2,733,103
Total support	21,554,911	154,612	119,535	35,545	114,599	17,477	187,280	88,268	80,942	-	22,353,169	21,967,123
<b>Revenues:</b>												
Patient service revenues (FQHC)	6,637,772	-	-	-	-	-	-	-	-	(2,120)	6,635,652	5,662,563
Patient service revenues (other)	3,298,355	-	-	-	-	1,191,701	-	-	(600)	-	4,489,456	4,507,336
Veterans Administration programs	4,803,605	-	-	-	-	-	-	-	-	-	4,803,605	5,430,359
Rental income:												
Resident payments	851,924	55,353	37,307	27,896	-	-	193,618	54,795	-	-	1,220,893	1,266,770
Other income	641,216	-	-	-	342,000	-	-	-	-	(366,438)	616,778	508,201
Contracted services	128,904	-	-	-	-	33,000	-	-	-	(33,000)	128,904	150,773
Management fees	111,212	-	-	-	-	-	-	-	-	(51,797)	59,415	75,925
Other income	161,607	(66)	422	-	6	-	809	-	-	-	162,778	91,146
Employee retention tax credit income	1,190,628	-	-	-	-	-	-	-	-	-	1,190,628	-
Total revenues	17,825,223	55,287	37,729	27,896	341,006	1,224,701	194,427	54,795	(600)	(453,355)	19,308,109	17,694,073
<b>Total support and revenues</b>	39,380,134	209,899	157,264	63,441	456,605	1,242,178	381,707	143,063	80,342	(453,355)	41,661,278	39,661,196
<b>Operating expenses:</b>												
Program services	32,412,596	136,439	118,376	53,428	151,970	908,542	173,213	114,843	8	(377,120)	33,692,295	31,988,457
Management and general	6,718,416	23,618	21,676	13,676	3,608	596,926	48,273	21,953	-	(76,235)	7,371,911	6,311,023
Fundraising and development	627,099	6,050	-	-	3,832	-	50	-	-	-	637,031	406,135
Total operating expenses before depreciation and amortization expense	39,758,111	166,107	140,052	67,104	159,410	1,505,468	221,536	136,796	8	(453,355)	41,701,237	38,705,615
Depreciation and amortization expense	1,130,522	23,962	24,586	15,536	199,953	-	24,349	6,147	-	-	1,425,055	1,409,790
Total operating expenses	40,888,633	190,069	164,638	82,640	359,363	1,505,468	245,885	142,943	8	(453,355)	43,126,292	40,115,405
<b>(Loss) income from operations</b>	(1,508,499)	19,830	(7,374)	(19,199)	97,242	(263,290)	135,822	120	80,334	-	(1,465,014)	(454,209)
<b>Nonoperating revenue (expense):</b>												
Gain on forgiveness of debt	-	-	-	-	-	-	-	-	-	-	-	398,747
Gain on sale of related organization	250,000	-	-	-	-	-	-	-	-	-	250,000	-
Investment return, net	64,816	944	1,301	505	33,472	5	428	2,278	-	-	103,749	61,898
Net assets transfer	(34,000)	-	-	-	-	322,149	-	-	(288,149)	-	-	-
Total nonoperating revenue (expense)	280,816	944	1,301	505	33,472	322,154	428	2,278	(288,149)	-	353,749	460,645
<b>Change in net assets</b>	(1,227,683)	20,774	(6,073)	(18,694)	130,714	58,864	136,250	2,398	(207,815)	-	(1,111,265)	6,436
<b>Net assets (deficit), beginning of year</b>	8,406,398	(215,228)	59,655	(264,966)	1,522,415	(58,864)	18,032	173,147	207,815	-	9,848,404	9,841,968
<b>Net assets (deficit), end of year</b>	\$ 7,178,715	\$ (194,454)	\$ 53,582	\$ (283,660)	\$ 1,653,129	\$ -	\$ 154,282	\$ 175,545	\$ -	\$ -	\$ 8,737,139	\$ 9,848,404

\* Consists of Harbor Homes, Inc., IHH Plymouth, HUD I and HUD VI  
 \*\* Through date of merger and sale effective May 31, 2024

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

June 30, 2024 With Summarized Comparative Information for June 30, 2023

	Harbor Homes, Inc.	HUD I, Inc.	HUD VI, Inc.	HII Plymouth, LLC	2024	2023
<b>Assets</b>						
<b>Current assets:</b>						
Cash and cash equivalents	\$ 2,233,147	\$ 32,184	\$ 4,387	\$ –	\$ 2,269,718	\$ 3,653,801
Restricted cash	349,557	69,177	45,955	–	464,689	448,659
Other accounts receivable, net	2,616,828	2,199	2,735	–	2,621,762	1,540,218
Patient receivables (FQHC)	366,074	–	–	–	366,074	394,556
Due from related organizations	3,810,327	–	–	–	3,810,327	3,315,737
Inventory	124,888	–	–	–	124,888	50,462
Other assets	121,484	–	–	–	121,484	84,994
Total current assets	9,622,305	103,560	53,077	–	9,778,942	9,488,427
Property and equipment, net	18,815,042	117,733	279,327	–	19,212,102	18,824,946
<b>Other noncurrent assets:</b>						
Investments	91,353	–	–	–	91,353	96,542
Beneficial interest in assets held by others	248,995	–	–	–	248,995	227,408
Operating lease right-of-use assets	2,102,326	–	–	–	2,102,326	2,387,801
Other assets	171,189	–	–	–	171,189	168,606
Total other noncurrent assets	2,613,863	–	–	–	2,613,863	2,880,357
<b>Total assets</b>	<b>\$ 31,051,210</b>	<b>\$ 221,293</b>	<b>\$ 332,404</b>	<b>\$ –</b>	<b>\$ 31,604,907</b>	<b>\$ 31,193,730</b>
<b>Liabilities and Net Assets</b>						
<b>Current liabilities:</b>						
Current portion of notes payable	\$ 299,134	\$ –	\$ 10,747	\$ –	\$ 309,881	\$ 295,155
Current portion of operating lease liabilities	355,786	–	–	–	355,786	360,384
Current portion of finance lease liabilities	19,174	–	–	–	19,174	–
Due to related organizations	2,800,154	12,295	233,041	1,271,105	4,316,595	2,887,046
Accounts payable	1,798,535	20,734	84	–	1,819,353	1,054,218
Accrued payroll, vacation and related expenses	605,373	–	–	–	605,373	606,775
Other liabilities	296,048	328	694	–	297,070	312,239
Total current liabilities	6,174,204	33,357	244,566	1,271,105	7,723,232	5,515,817
<b>Long-term liabilities:</b>						
Accrued payroll and related expenses	691,657	–	–	–	691,657	640,431
Notes payable, net of current portion	8,704,871	–	156,008	–	8,860,879	9,166,698
Notes payable, tax credits	287,643	–	–	–	287,643	343,583
Notes payable, deferred	4,768,349	–	–	–	4,768,349	4,768,349
Operating lease liabilities, net of current portion	1,746,640	–	–	–	1,746,640	2,028,538
Finance lease liabilities, net of current portion	35,501	–	–	–	35,501	–
Other liabilities	308,642	2,568	1,081	–	312,291	323,916
Total long-term liabilities	16,543,303	2,568	157,089	–	16,702,960	17,271,515
<b>Total liabilities</b>	<b>22,717,507</b>	<b>35,925</b>	<b>401,655</b>	<b>1,271,105</b>	<b>24,426,192</b>	<b>22,787,332</b>
<b>Net assets (deficit):</b>						
Without donor restrictions	7,836,695	185,368	(69,251)	(1,271,105)	6,681,707	7,701,131
With donor restrictions	497,008	–	–	–	497,008	705,267
Total net assets (deficit)	8,333,703	185,368	(69,251)	(1,271,105)	7,178,715	8,406,398
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 31,051,210</b>	<b>\$ 221,293</b>	<b>\$ 332,404</b>	<b>\$ –</b>	<b>\$ 31,604,907</b>	<b>\$ 31,193,730</b>

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

STATEMENTS OF ACTIVITIES – HARBOR HOMES, INC.

For the Year Ended June 30, 2024 With Summarized Comparative Information for the Year Ended June 30, 2023

	Harbor Homes, Inc.	HUD I, Inc.	HUD VI, Inc.	HH Plymouth, LLC	2024	2023
<b>Support and Revenues</b>						
Support:						
Grants:						
Federal	\$ 12,614,454	\$ 92,624	\$ 65,797	\$ –	\$ 12,772,875	\$ 11,812,881
State	7,863,035	–	–	–	7,863,035	6,886,846
Contributions	919,001	–	–	–	919,001	2,645,838
Total support	21,396,490	92,624	65,797	–	21,554,911	21,345,565
Revenues:						
Patient service revenues (FQHC)	6,637,772	–	–	–	6,637,772	5,672,653
Patient service revenues (other)	3,298,355	–	–	–	3,298,355	3,319,697
Veterans Administration programs	4,803,605	–	–	–	4,803,605	5,430,359
Rental income:						
Resident payments	785,135	42,889	23,900	–	851,924	938,993
Other	641,216	–	–	–	641,216	534,861
Contracted services	128,904	–	–	–	128,904	150,773
Management fees	111,212	–	–	–	111,212	105,097
Other income	159,094	2,513	–	–	161,607	90,052
Employee retention tax credit income	1,190,628	–	–	–	1,190,628	–
Total revenues	17,755,921	45,402	23,900	–	17,825,223	16,242,485
Total support and revenues	39,152,411	138,026	89,697	–	39,380,134	37,588,050
Operating expenses:						
Program services	32,235,152	96,369	81,075	–	32,412,596	29,966,157
Management and general	6,682,387	21,762	14,267	–	6,718,416	6,109,537
Fundraising and development	627,099	–	–	–	627,099	399,092
Total operating expenses before depreciation and amortization expense	39,544,638	118,131	95,342	–	39,758,111	36,474,786
Depreciation and amortization expense	1,105,054	7,705	17,763	–	1,130,522	1,112,450
Total operating expenses	40,649,692	125,836	113,105	–	40,888,633	37,587,236
(Loss) income from operations	(1,497,281)	12,190	(23,408)	–	(1,508,499)	814
Nonoperating revenue (expense):						
Gain on forgiveness of debt	–	–	–	–	–	398,747
Gain on sale of related organization	250,000	–	–	–	250,000	–
Investment return, net	62,737	2,041	38	–	64,816	47,951
Net asset transfers	(34,000)	–	–	–	(34,000)	–
Total nonoperating revenue (expense)	278,737	2,041	38	–	280,816	446,698
Change in net assets	(1,218,544)	14,231	(23,370)	–	(1,227,683)	447,512
Net assets (deficit), beginning of year	9,552,247	171,137	(45,881)	(1,271,105)	8,406,398	7,958,886
Net assets (deficit), end of year	\$ 8,333,703	\$ 185,368	\$ (69,251)	\$ (1,271,105)	\$ 7,178,715	\$ 8,406,398

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

STATEMENTS OF FUNCTIONAL EXPENSES – HARBOR HOMES, INC.

For the Year Ended June 30, 2024 With Summarized Comparative Information for the Year Ended June 30, 2023

	Program Services	Management and General	Fundraising and Development	2024	2023
<b>Personnel expenses:</b>					
Salaries and wages	\$ 11,063,334	\$ 4,264,191	\$ 349,655	\$ 15,677,180	\$ 14,937,960
Payroll taxes	818,306	282,758	25,430	1,126,494	1,141,246
Employee benefits	2,265,842	922,447	33,316	3,221,605	2,648,356
Contract/professional services	673,368	30,673	52,400	756,441	873,534
<b>Supplies:</b>					
Office	95,167	25,930	949	122,046	144,024
Medical/dental	90,265	-	-	90,265	85,725
Building and household	180,766	6,212	2,767	189,745	178,940
<b>Client services:</b>					
Rental assistance	5,596,326	-	-	5,596,326	4,592,000
Rental application fee	1,090	-	-	1,090	611
Security deposit assistance	92,627	-	-	92,627	116,916
Utility rebate	112,363	-	-	112,363	75,621
Emergency housing	4,184	-	-	4,184	28,373
Treatment and supportive services	62,056	325	-	62,381	58,466
Training and employment assistance	7,937	-	-	7,937	4,441
Supportive services assistance	59,377	-	230	59,607	72,529
Activities, supplies and other assistance	53,722	850	55,367	109,939	97,185
Food, meals and nutritional assistance	256,857	1	-	256,858	269,280
Rent: office space	411,221	-	-	411,221	410,413
<b>Building:</b>					
Maintenance and repairs	499,529	80,721	647	580,897	593,900
Utilities	580,686	72,625	941	654,252	821,503
<b>Interest:</b>					
Mortgage	380,935	92,361	889	474,185	485,380
Other	1,232	-	-	1,232	10,181
Conference and conventions	66,209	11,897	3,766	81,872	70,271
Professional services	14,959	37,795	-	52,754	40,302
Accounting and audit services	2,654	80,647	-	83,301	74,310
Legal fees	4,955	126,842	-	131,797	97,670
<b>Insurance:</b>					
Property and liability	93,680	6,181	80	99,941	81,700
Professional	30,272	249	-	30,521	111,324
Other	-	94,565	-	94,565	304
Vehicle and transportation expenses	94,171	-	-	94,171	82,103
<b>Staff:</b>					
Transportation	114,153	5,224	12	119,389	123,420
Education and training	155,718	50,495	-	206,213	185,258
Hiring and recruiting	104,231	833	-	105,064	15,980
Uniforms	4,176	-	-	4,176	3,421

**HARBOR HOMES, INC. AND AFFILIATES d/b/a HARBOR CARE**  
**STATEMENTS OF FUNCTIONAL EXPENSES – HARBOR HOMES, INC. (CONTINUED)**  
For the Year Ended June 30, 2024 With Summarized Comparative Information for the Year Ended June 30, 2023

	Program Services	Management and General	Fundraising and Development	2024	2023
In-kind donation	\$ -	\$ -	\$ 28,380	\$ 28,380	\$ 13,055
Operations:					
Communication	113,259	61,391	802	175,452	245,592
Cable	11,736	535	7	12,278	8,269
Postage	13,213	8,047	965	22,225	19,559
Membership and subscriptions	78,562	37,303	5,207	121,072	104,253
Equipment lease and maintenance	51,801	10,238	1,092	63,131	64,167
Software licenses, maintenance and fees	725,268	306,591	307	1,032,166	1,207,337
Subrecipient and subcontracts	5,602,773	25,670	-	5,628,443	4,731,555
Property taxes	56,413	-	-	56,413	37,571
Direct program marketing and advertising	35,945	1,203	1,389	38,537	50,369
Marketing	757	3,555	6,748	11,060	19,698
Fundraising publications	181	956	50,167	51,304	26,788
Management and administrative fees	-	12,518	-	12,518	13,906
Service charges and fees	43,145	4,371	2,585	50,101	43,225
Fines and penalties	143	-	-	143	206
Staff and board expenses	12,799	52,703	3,001	68,503	39,600
Cost of goods sold	1,673,746	-	-	1,673,746	1,316,989
Allocation:					
Indirect charges	487	(487)	-	-	-
Total functional expense before depreciation and amortization expense	32,412,596	6,718,416	627,099	39,758,111	36,474,786
Depreciation and amortization expense	780,378	349,638	506	1,130,522	1,112,450
<b>Total functional expenses</b>	<b>\$ 33,192,974</b>	<b>\$ 7,068,054</b>	<b>\$ 627,605</b>	<b>\$ 40,888,633</b>	<b>\$ 37,587,236</b>

**HARBOR CARE BOARD OF DIRECTORS**

Harbor Homes, Inc./Harbor Care Health & Wellness Center; Harbor Homes, II, Inc.; Harbor Homes, III, Inc.; HH Ownership;  
Greater Nashua Council on Alcoholism;  
Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

Grant Alois -Governance Committee

[Redacted]  
[Redacted]  
[Redacted]  
Joined 2024  
(1<sup>st</sup> Term) - (6/26)

[Redacted]

David Anzalone -RDP Committee

[Redacted]  
[Redacted]  
[Redacted]  
Joined 2024  
(1<sup>st</sup> Term) - (6/26)

[Redacted]

Thomas I. Arnold, III - Chair, Governance Committee  
- Finance Committee  
- Executive Committee

[Redacted]  
[Redacted]  
[Redacted]  
(4th term) - (6/26)  
Continuous Years of Service - 6 yrs.

[Redacted]

Dr. Prathima Bayisetty -HCC Oversight Committee  
-Strategic Planning

[Redacted]  
[Redacted]  
[Redacted]  
(1<sup>st</sup> term) (6-26)  
Joined 2023  
Continuous Years of Service - 1yr

[Redacted]

Vijay Bhatt - Governance Committee  
- Facilities Committee

[Redacted]  
[Redacted]  
[Redacted]  
(3rd term) - (6/26)  
Continuous Years of Service - 6 yrs.

[Redacted]

Vincent Chamberlain Asst Treasurer (2023)  
- Oversight Committee  
- Governance Committee

[Redacted]  
[Redacted]  
[Redacted]  
(1st term) - (6/26)  
Joined 2023

[Redacted]

Rosemarie Dykeman - HCC Oversight Committee  
- Chair, RDP Committee  
- Strategic Planning

[Redacted]  
[Redacted]  
[Redacted]  
(2<sup>nd</sup> term) - (6/26)  
Continuous Years of Service - 3 yrs.

Sekondi Foster - HCC Oversight Committee  
- RDP Committee

[Redacted]  
[Redacted]  
[Redacted]  
(2nd term) - (6/26)  
Continuous Years of Service - 3 yrs.

Jared Freilich Treasurer (2019)  
- Chair, Finance Committee  
- Executive Committee

[Redacted]  
[Redacted]  
[Redacted]  
(3rd term) - (6-26)  
Continuous Years of Service - 6 yrs.

Laurie Goguen Asst Secretary (2017)  
- Executive Committee  
- Chair, Oversight Committee

[Redacted]  
[Redacted]  
[Redacted]  
(3rd term) - (6-26)  
Continuous Years of Service - 6 yrs.

Joel Jaffe Chair of the Board (2023)  
- Executive Committee  
- Oversight Committee  
- Finance Committee  
- Governance Committee  
- Strategic Planning  
- RDP Committee

[Redacted]  
[Redacted]  
[Redacted]  
(4th term) - (6-26)  
Continuous Years of Service - 9 yrs. -Facilities Committee

**HARBOR CARE BOARD OF DIRECTORS**

Harbor Homes, Inc./Harbor Care Health & Wellness Center; Harbor Homes, II, Inc; Harbor Homes, III, Inc.; HH Ownership;  
Greater Nashua Council on Alcoholism;  
Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

Alison C. Madden, MD

- HCC Oversight Committee
- Strategic Planning

[REDACTED]  
[REDACTED]  
[REDACTED]  
(2nd term) - (6-26)

Continuous Years of Service - 3 yrs.

Lanna Martin

**Secretary (2024)**

- Chair, Strategic Planning Com.
- RDP Committee

[REDACTED]  
[REDACTED]  
[REDACTED]  
(2nd term) - (6/26)

Continuous Years of Service - 3 yrs.

Ed McDonough

- RDP Committee
- Governance Committee

[REDACTED]  
[REDACTED]  
[REDACTED]  
(3rd Term) - (6/25)

Continuous Years of Service - 7 yrs.

Rick Plante

**Vice Chair (2019)**

- Chair, Facilities Committee
- Chair, Executive Committee
- RDP Committee
- Finance Committee

[REDACTED]  
[REDACTED]  
[REDACTED]  
(4th term) - (6/26)

Continuous Years of Service - 9 yrs.

## 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**  
*Lowell Community Health Center*

2013-2020  
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**  
*Lowell Community Health Center*

2005-2020  
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 Hlway)
- Designated as the organization's HIPAA privacy officer, information security officer and compliance officer

**Adjunct Professor**

*University of Massachusetts*

2010-2015

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**

**Information Technology Coordinator**

*Lowell Community Health Center*

2003-2005

1999-2003

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**

Joan Automotive Industries / Joan Fabrics

1997-1999

Lowell, MA

**Applications Developer**

HB Fuller Corporation

1996-1997

Wilmington, MA

## Education

<b>William James College</b> Doctorate in Leadership Psychology (PsyD)	Expected 2026
<b>The University of Massachusetts at Lowell</b> <i>Master's in Business Administration, concentration Healthcare Management</i>	Completed 2021
<b>Harvard University</b> <i>Master's in Liberal Arts in extension studies, concentration in Information Management Systems</i>	Completed 2006
<b>The University of Massachusetts at Lowell</b> <i>Bachelor of Science in Business Administration, concentration in Management Information Systems</i>	Completed 2000

## 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, 182<sup>nd</sup> Infantry Regiment, Kosovo*

2006-2007

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

## **Other Skills**

Native language proficiency in written and spoken Spanish

[References available upon request]

William E. Belec

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. Belec

## **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 organization's 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

William E. Belec

- 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.

William E. Belec

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 HIPAA 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 50<sup>th</sup> 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.

William E. Belec

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

**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. Belez

- 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.**  
**Chief Revenue Officer**

**Nashua, NH**

**November 2007 – Present**  
**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 (GNCO) and GNCO 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.



**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

Independent Consultant 2016-2019

*Barker Bi-Coastal Health Consultants, Inc.*

- Wrote evaluation reports to aid in strategic planning at the Robert Wood Johnson Foundation
- Collaborated with stakeholders at all levels to gather feedback and identify opportunities for growth

*Gutman Research Associates*

- Collected and analyzed data to inform funding decisions for the VOICES Evaluation at the Robert Wood Johnson Foundation
- Managed research associates in evaluation of policy implementation

*Child and Family Services*

- Drafted and edited grant applications, budgets, and progress reports
- Collaborated with donors and development team to develop grant application strategies

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

**Erin Sawicki, MPH**

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

United States Peace Corps

*District AIDS Coordinator Volunteer*

2007-2009

- Conducted program development, community organizing and needs assessment. 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)

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

Recovery Technical Assistance Group Management

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

**Annual Recovery Walks! Coordination**

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

**Annual Volunteer Recognition Dinner Coordination**

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

**Data tracking and Analysis**

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

12/06 – 12/11

CT. Community for Addiction Recovery

Hartford, CT

**Director of Operations**

**Recovery Community Center Management**

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

**Direct Supervision of five Full Time Staff**

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

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

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

**Information Technology**

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

10/04 – 12/06

CT. Community for Addiction Recovery

Hartford, CT

**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

**NH Department of Health and Human Services**

**KEY PERSONNEL**

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

**Contractor Name:**

**Harbor Care**

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Henry Och	President & CEO	\$0.00	\$284,350.00
William Belez	Chief Operating Officer	\$0.00	\$230,984.00
Ana Pancine	Chief Financial Officer	\$21,901.90	\$219,019.00
Erin Sawicki	Compliance Officer	\$2,054.79	\$164,383.00
Cheryle Pacapelli	Project/Program Director	\$129,970.00	\$129,970.00



STATE OF NEW HAMPSHIRE PH 3:23 RCU  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

35

Lori A. Weaver  
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

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,

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

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.

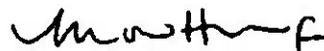
Should the Governor and Council not authorize this request, access to community-based Peer Recovery Support Services will be limited, which may result in individuals accessing additional intensive treatment services, and some may continue substance use leading to negative, medical, legal, and child welfare 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 T1083326, T1085759, and TBD, and Assistance Listing Number 93.959, FAINs T1083464, T1084659, T1083509, and B08T1085821.

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 SVCS, 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
			<i>Subtotal</i>	\$1,000,000	\$0	\$1,000,000

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, 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
			<i>Subtotal</i>	\$2,170,000	\$2,625,000	\$4,795,000

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, 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
			<i>Subtotal</i>	\$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 BEHAVIORAL 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 Svcs	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
			<i>Subtotal</i>	\$3,330,000	\$2,300,000	\$5,630,000

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH 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
			<i>Subtotal</i>	\$650,000	\$0	\$650,000

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL 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
			<i>Subtotal</i>	\$0	\$4,949,000	\$4,949,000
			<i>Grand Total</i>	\$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 T1083509.

- 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*

Name: Katja S. Fox

Title: Director

Harbor Homes, Inc.

DocuSigned by:

*Henry Och*

Name: Henry Och

Title: CEO

8/31/2023

Date

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*

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:

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B, Amendment #2**

**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

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**New Hampshire Department of Health and Human Services  
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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.

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**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B, Amendment #2**

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- 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

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

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Peer Recovery Support Services Facilitating Organization  
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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

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B, Amendment #2**

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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

**New Hampshire Department of Health and Human Services  
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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.

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- 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

**New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
EXHIBIT B, Amendment #2**

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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.

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- 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

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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



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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.

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- 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

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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.

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- 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.

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- 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

Line Item	Total Program Cost			General Operations			Northern Coos County Recovery			Homeless Outreach		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 528,035	\$ 52,904	\$ 581,839	\$ 502,180	\$ 50,216	\$ 552,378	\$ 28,873	\$ 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	\$ 37,391	\$ 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	\$ 683	\$ 68	\$ 729	\$ 683	\$ 68	\$ 729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 800	\$ 80	\$ 880	\$ 800	\$ 80	\$ 880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,559	\$ 336	\$ 3,895	\$ 3,559	\$ 336	\$ 3,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 6,219,814	\$ 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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 7,273,837</b>	<b>\$ 727,383</b>	<b>\$ 8,001,000</b>	<b>\$ 6,818,082</b>	<b>\$ 681,908</b>	<b>\$ 7,500,000</b>	<b>\$ 272,727</b>	<b>\$ 27,273</b>	<b>\$ 300,000</b>	<b>\$ 181,818</b>	<b>\$ 18,182</b>	<b>\$ 200,000</b>

Indirect As A Percent of Direct 10%

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

Line Item	Total Program Cost			General Operations <sup>1</sup>			Northern Coos County Recovery			Homeless Outreach		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 590,488	\$ 59,049	\$ 649,537	\$ 562,283	\$ 58,228	\$ 618,489	\$ 28,225	\$ 2,823	\$ 31,048	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 177,150	\$ 17,715	\$ 194,865	\$ 168,675	\$ 16,868	\$ 185,543	\$ 6,475	\$ 848	\$ 7,323	\$ -	\$ -	\$ -
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	\$ 48,500	\$ 4,850	\$ 53,350	\$ 1,500	\$ 150	\$ 1,650	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 5,057,970	\$ 505,797	\$ 5,563,767	\$ 4,847,925	\$ 484,793	\$ 5,332,718	\$ 228,227	\$ 22,823	\$ 251,050	\$ 181,818	\$ 18,182	\$ 200,000
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 6,262,727</b>	<b>\$ 625,273</b>	<b>\$ 6,878,000</b>	<b>\$ 6,788,182</b>	<b>\$ 679,818</b>	<b>\$ 6,378,000</b>	<b>\$ 272,727</b>	<b>\$ 27,273</b>	<b>\$ 300,000</b>	<b>\$ 181,818</b>	<b>\$ 18,182</b>	<b>\$ 200,000</b>

Indirect As A Percent of Direct 10%

ARC

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DEC 06 '22 PM 2:46 RCUD



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shiberite  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544

Katja S. Fox  
Director

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.

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

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.

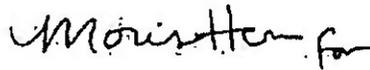
Should the Governor and Council not authorize this request, the Department's strategy to address substance misuse and substance use disorders may be negatively impacted, with fewer individuals gaining and maintaining recovery. Without access to community-based Peer Recovery Support Services, individuals 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 T1083326 and T1085759; and Assistance Listing Number 93.959, FAINs T1083509, T1083464, and T1084659.

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
		<i>Subtotal</i>		\$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
		<i>Subtotal</i>		\$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
		<i>Subtotal</i>		\$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 HEALTH 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
		<i>Subtotal</i>		\$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 BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT ends 8/29/23**

**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
		<i>Subtotal</i>		\$1,150,000.00	\$2,180,000.00	\$3,330,000.00

<b>TOTAL</b>	<b>\$4,200,000.00</b>	<b>\$4,200,000.00</b>	<b>\$8,400,000.00</b>
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**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



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

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	\$ 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 (specify details memory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 5,222,727</b>	<b>\$ 522,273</b>	<b>\$ 5,745,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,222,727</b>	<b>\$ 522,273</b>	<b>\$ 5,745,000</b>

Indirect As A Percent of Direct

10%



33 Mar



Lori A. Shiblette  
Commissioner

Katja S. Fox  
Director

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

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.

06-95-92-920610-19810000 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
			<b>Subtotal</b>	<b>\$1,000,000</b>

06-95-92-920610-33820000 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
			<b>Subtotal</b>	<b>\$1,050,000</b>

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

**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
			<i>Subtotal</i>	<i>\$1,000,000</i>

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL 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
			<i>Subtotal</i>	<i>\$1,150,000</i>
			<b>Total</b>	<b>\$4,200,000</b>

**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

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

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.

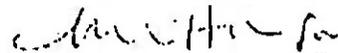
Should the Governor and Council not authorize this request, the Department's overall strategy to address the disease of addiction to alcohol and drugs may be negatively impacted, with fewer individuals gaining and maintaining recovery. Without access to a community-based Peer Recovery Support Services, 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 #T1083509, T1083464 and T1083326

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. Shiblnette  
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
<b>Technical</b>		
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
<b>Subtotal - Technical</b>	<b>195</b>	<b>164</b>
<b>Cost</b>		
Budget	70	30
Staffing List	30	15
<b>Subtotal - Cost</b>	<b>100</b>	<b>45</b>
<b>TOTAL POINTS</b>	<b>295</b>	<b>209</b>

<u>Reviewer Name</u>	<u>Title</u>
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). DocuSigned by: By: Robert Aquino On: 3/4/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Peer Recovery Support Services Facilitating Organization  
EXHIBIT B**

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- 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:

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

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- 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.

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

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- 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.

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

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- 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.

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

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- 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.

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**EXHIBIT B**

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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.

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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

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**EXHIBIT B**

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:

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- 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

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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.

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**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

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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**

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**EXHIBIT B**

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- 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

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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, FAINT1083326; 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 T1083464 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 T1083509
  - 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 15<sup>th</sup> working day of the following month, in a form satisfactory to the Department which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated, and returned to the Department in order to initiate payment.
5. 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.

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

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New Hampshire Department of Health and Human Services  
Peer Recovery Support Services Facilitating Organization  
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6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcements (FOA).
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.invoices@concord.nh.gov](mailto:dhhs.invoices@concord.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](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

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Peer Recovery Support Services Facilitating Organization  
EXHIBIT C**

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- 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	\$ 7,910	\$ 791	\$ 7,711	\$ -	\$ -	\$ -	\$ 7,910	\$ 791	\$ 7,711
12. Subcontracts/Agreements	\$ 1,006,730	\$ 100,873	\$ 1,109,603	\$ -	\$ -	\$ -	\$ 1,006,730	\$ 100,873	\$ 1,109,603
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,272,728</b>	<b>\$ 127,273</b>	<b>\$ 1,400,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,272,728</b>	<b>\$ 127,273</b>	<b>\$ 1,400,000</b>

Indirect As A Percent of Direct

10%

\$1,400,000  
\$ (0)

03  
HO

3/3/2022



New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES 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 21651-21691) 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 03301-8505

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Vendor Name:

Designated by:

*Henry Ocho*

Name: Henry Ocho

Title: Chief of Operations

3/3/2022

Date

*HO*

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

3/3/2022

Date

Designed by:

Henry Ocho

Name: Henry Ocho

Title: Chief of Operations

New Hampshire Department of Health and Human Services  
Exhibit F



**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

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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

3/3/2022

Date

DocuSigned by:

Henry Och

Name: Henry Och

Title: Chief of operations

HO

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

03  
HO

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

3/3/2022

Date

DocuSigned by:

*Henry Ochi*

Name: Henry Ochi

Title: Chief of Operations

Exhibit G

Contractor Initials

HO

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

The 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:

3/3/2022

Date

DocuSigned by:

Henry Och

Name: Henry Och

Title: Chief of Operations

HO

New Hampshire Department of Health and Human Services

Exhibit I



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

New Hampshire Department of Health and Human Services



Exhibit 1

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

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, 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](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

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Contractor/Supplier

3/3/2022

Date

New Hampshire Department of Health and Human Services



Exhibit I

- 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.

Date:

Contractor Initials: AD

3/3/2022

Date:

New Hampshire Department of Health and Human Services



Exhibit I

- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days 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.

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 is attached as Exhibit I.

Exhibit I

Contract to be signed by \_\_\_\_\_

New Hampshire Department of Health and Human Services



Exhibit I

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) Termination of Agreement for Cause:

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) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Amendment. 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. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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New Hampshire Department of Health and Human Services

Exhibit I

- 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

The State

DocuSigned by:

*Katja S. Fox*

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

3/4/2022

Date

Harbor, Homes Inc.

Name of the Contractor

*Henry Och*

Signature of Authorized Representative

Henry Och

Name of Authorized Representative

chief of operations

Title of Authorized Representative

3/3/2022

Date

Exhibit I

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

3/3/2022

Date

DocuSigned by:

Henry Och

Name: Henry Och

Title: Chief of Operations

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New Hampshire Department of Health and Human Services  
Exhibit J



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?

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be collected 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 users, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K

DHHS Information Security Requirements



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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information

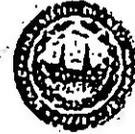
1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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DHHS Information Security Requirements



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 800-28, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY.

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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.

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DHHS Information Security Requirements



- 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

*[Handwritten initials]*

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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:

DHHSInformationSecurityOfficer@dhhs.nh.gov

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