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Lori A. Shibillette  
Commissioner

Christine L. Santanillo  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF ECONOMIC & HOUSING STABILITY*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 5, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive Sole Source** amendment to an existing contract with Institute for Community Alliances (Vendor #301842-B001), Des Moines, IA, for the operation and maintenance of the New Hampshire Statewide Homeless Management Information System, by exercising a contract renewal option by increasing the price limitation by \$200,089 from \$453,354 to \$653,443 and extending the completion date from June 30, 2021 to July 31, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on March 27, 2019, item #11.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Program Services	42309315	\$39,570	\$0	\$39,570
2020	102-500731	Contracts for Program Services	42309319	\$21,000	\$0	\$21,000
2021	102-500731	Contracts for Program Services	42309324	\$21,000	\$59,615	\$80,615
			<b>Subtotal</b>	<b>\$81,570</b>	<b>\$59,615</b>	<b>\$141,185</b>

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	42307308	\$140,474	\$0	\$140,474
2021	102-500731	Contracts for Prog Svc	42307308	\$11,706	\$128,770	\$140,476
2022	102-500731	Contracts for Prog Svc	42307310	\$0	\$11,704	\$11,704
			<b>Subtotal</b>	<b>\$152,180</b>	<b>\$140,474</b>	<b>\$292,654</b>

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	42307020	\$109,802	\$0	\$109,802
2021	102-500731	Contracts for Prog Svc	42307020	\$109,802	\$0	\$109,802
2022	102-500731	Contracts for Prog Svc		\$0	\$0	\$0
			<b>Subtotal</b>	<b>\$219,604</b>	<b>\$0</b>	<b>\$219,604</b>
			<b>Total</b>	<b>\$453,354</b>	<b>\$200,089</b>	<b>\$653,443</b>

**EXPLANATION**

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. Additionally, based on the application evaluation process, the U.S. Department of Housing and Urban Development (HUD) provides the Department a detailed list of qualifications required of an HMIS system. There is a finite number of HMIS agencies that meet those qualifications, and the Department chose from existing vendors rather than attempt to create the system internally. All Continuum of Care grants are ranked and scored through the CoC Program Application competitive process. The HMIS grant was included in the Tier 1 ranking.

This request is **Retroactive** because the original contract did not include sufficient funding for State Fiscal Year 2021. This was due to the fact that the original HUD award included an incorrect end date of June 30, 2021, which was later corrected by HUD, but only after the Governor and Council approved the original DHHS contract on March 27, 2019 which included June 30, 2021 as an end date to align with the Federal award. Consequently, the original contract only had funding available for State Fiscal Years 2019 and 2020. The Department received final of the three additional award letters for additional funding for State Fiscal Years 2021 and 2022 on July 17, 2020. These awards were delayed being released by HUD due to the impact of COVID-19 on that

agency. Unfortunately, the Department received the awards at a point when it was immersed in the immediate COVID-19 statewide response. Additionally, it is not atypical for DHHS to receive HUD awards after the grant start date, which complicates the contracting process.

The purpose of this request is to continue to secure contracted services required for the operation of the New Hampshire Homeless Information System (HMIS) through July 31, 2021.

The New Hampshire Department of Information Technology (DoIT) has reviewed the proposed contract #2019-026, as posted on July 19, 2018, and has issued a DoIT approval letter, which is included with this agreement package. The web-based HMIS is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality. This is the only HMIS project funded by HUD in New Hampshire and is consistent with the centralized, statewide architecture developed under HUD guidance and adopted by the New Hampshire Continuums in 2002.

There are limited options for this service, which were vetted and determined that they would meet the needs of New Hampshire. The first is a decentralized approach would be for each shelter to do this independently. This is not the preferred method because this decentralized data system would be supported in regions that have the financial resources and ability to manage such an information technology system. The second is developing this system in-house using New Hampshire DoIT staff. When considered, it was determined that the DoIT lacked the resources to create such a system.

As referenced in Exhibit C-1, Section 2, Renewal, of the original contract, the parties have the option to extend the agreement for up to one (5) years, 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) month of the five (5) years available for renewal.

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Should the Governor and Executive Council determine not to approve this request, New Hampshire homeless shelters, permanent and supportive housing, and outreach programs, which currently receive federal funding, may not be able to utilize the federally mandated HMIS and, therefore, may no longer be eligible to receive that federal funding. This could impact the operational capacity of many community programs supporting the homeless as well as possibly eliminating many full-time jobs.

Area served: Statewide

Source of Funds:

CFDA#14.267 FAIN:NH001L1T001912

CFDA#14.267 FAIN: NH0023L1T011900

CFDA#14.267 FAIN: NH0035L1T021912

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

**Denis Goulet**  
*Commissioner*

January 28, 2021

Lori A. Shibinette, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend an existing **Sole Source** contract with Institute for Community Alliances of, Des Moines, IA as described below and referenced as DoIT No. 2019-026A.

The purpose of this agreement is for the continued operations, support, and maintenance of the web-based Homeless Management Information System (HMIS).

The funding amount for this amendment is \$200,089, increasing the current contract from \$453,354 to \$653,443 and by extending the completion date to July 31, 2021 from the original completion date of June 30, 2021. This amendment shall become effective upon Governor and Executive Council approval through July 31, 2021.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/kaf  
DoIT #2019-026A  
RID: N/A  
cc: Michael Williams, IT Manager, DoIT



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Homeless Management Information System**

This 1<sup>st</sup> Amendment to the Homeless Management Information System contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Institute for Community Alliance, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1111 9<sup>th</sup> Street, Suite 380, Des Moines, IA 50314.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 27, 2019, (Item #11), 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 18, and Exhibit C-1; Section 2, Renewal, 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 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:  
July 31, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$653,443.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Exhibit B, Amendment 1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-1, Expense Budget Detail for State Fiscal Years for 2019, 2020 & 2021 in its entirety and replace with Exhibit B, Amendment 1, Expense Budget Detail, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

2/10/2021  
Date

DocuSigned by:  
*Christine Santaniello*  
Name: Christine Santaniello  
Title: Director

Institute for Community Alliances

2/1/2021  
Date

DocuSigned by:  
*David Eberbach*  
Name: David Eberbach  
Title: Executive Director



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2021  
Date

DocuSigned by:  
  
Name: Catherine Pinos  
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  
Homeless Management Information System

Exhibit B, Amendment 1

Method and Conditions Precedent to Payment

1. Homeless Management Information System (HMIS):

- 1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 1.2. This contract is funded with 34% general funds and 66% federal funds as follows:

1.2.1. NH General Funds

Program Title: State Grant in Aid (SGIA), HMIS  
 Total Amount HMIS not to exceed **Sub Total:** **\$219,604;**  
 July 1, 2019 – June 30, 2020 not to exceed: \$109,802  
 July 1, 2020 – June 30, 2021 not to exceed: \$109,802

1.2.2. Federal Funds

CFDA #: 14.231  
 Federal Agency: U.S. Department of Housing & Urban Development (HUD)  
 Program Title: Emergency Solutions Grant Program (ESG), HMIS  
 Total Amount HMIS not to exceed **Sub Total:** **\$141,185;**  
 April 1, 2019 – June 30, 2019 not to exceed: \$39,570  
 July 1, 2019 – June 30, 2020 not to exceed: \$21,000  
 July 1, 2020 – June 30, 2021 not to exceed: \$80,615

1.2.3. Federal Funds

CFDA #: 14.267  
 Federal Agency: HUD  
 Program Title: Continuum of Care Program (CoC), HMIS  
 Total Amount HMIS not to exceed **Sub Total:** **\$292,654;**  
 July 1, 2019 – July 31, 2019: not to exceed \$11,706  
 August 1, 2019 – July 31, 2020: not to exceed \$140,474  
 August 1, 2020 – July 31, 2021: not to exceed \$140,474

Funds allocation under this agreement for CoC, HMIS, Manchester:

HMIS: \$104,838  
 Administrative costs: \$3,398  
 Total program amount: \$108,236

Funds allocation under this agreement for CoC, HMIS, Nashua:

HMIS: \$25,354  
 Administrative costs: \$632  
 Total program amount: \$25,986

Funds allocation under this agreement for CoC, HMIS, Balance of State:

HMIS: \$154,369  
 Administrative costs: \$4,063  
 Total program amount: \$158,432

1.2.4. Total amount HMIS not to exceed Grand Total:

<sup>DS</sup> **\$653,443**  
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**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit B, Amendment 1**

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

**2. Financial Reports**

2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.

2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS  
Bureau of Housing Supports  
129 Pleasant Street  
Concord, NH 03301

2.2. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in 'Standards for Audit of Governmental Organizations, Program Activities, and Functions,' within ninety (90) days after contract completion date.

**3. Project Costs; Payment of Project Costs; Review by the State:**

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement in accordance with the Continuum of Care Program Regulations, published at 24 CFR Part 578, the State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of P.L. 102-550 and other applicable regulations.

**3.3. Match Funds:**

3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.

3.3.2. Match requirements must be documented with each payment request.

3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit B, Amendment 1**

- 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.
- 3.4. Schedule of Payments: Reimbursement requests for all Project Costs shall be submitted by the fifteenth (15) of each month for the previous month and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form or required source documentation as designated by the State, which shall be completed and signed by the Contractor. Invoices shall be submitted promptly to the address listed above in section 2.1.2. Exhibit B.
- 3.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:  
[housingsupportsinvoices@dhhs.nh.gov](mailto:housingsupportsinvoices@dhhs.nh.gov)
- 3.6. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.7. The State 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.
- 3.8. The Contractor agrees to keep records of their activities related to Department programs and services, and shall provide additional financial information if requested by the State to verify expenses.
- 3.9. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for services of the Homeless Management Information System Project and administration provided by the Contractor for the project period and operating years of the Continuum of Care Program as approved by HUD and in accordance with the Continuum of Care Program Regulations, published at 24 CFR Part 578.
- 3.10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3.11. 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.

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**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit B, Amendment 1**

**4. Use of Grant Funds:**

- 4.1 Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council if needed and justified.
- 4.2 Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
- 4.3 Conformance to 24 CFR 576.107: Emergency Solutions Grant funds are to be used only in accordance with HMIS Component Eligible Costs.
- 4.4 Conformance to 24 CFR 578.57: Continuum of Care Grant funds are to be used only in accordance with HMIS Component Eligible Costs.

**5. Contractor Financial Management System:**

- 5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2 The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

New Hampshire Department of Health and Human Services  
Homeless Management Information System



Exhibit B-1, Amendment 1

Expense Budget Detail

<b>State Fiscal Year 2019:</b>				
<b>Expense Item</b>	<b>Federal Funds</b>	<b>State Grant in Aid Funds</b>	<b>Total State Fiscal Year Budget</b>	<b>Vendor Match</b>
Emergency Solutions Grant One-time ESG award 4/1/19 – 6/30/19	\$39,570	\$0.00	\$39,570	\$9,893
<b>Sub Total</b>	<b>\$39,570</b>	<b>\$0.00</b>	<b>\$39,570</b>	<b>\$9,893</b>
<b>State Fiscal Year 2020:</b>				
<b>Expense Item</b>	<b>Federal Funds</b>	<b>State Grant in Aid Funds</b>	<b>Total State Fiscal Year Budget</b>	<b>Vendor Match</b>
State Grant in Aid 7/1/19 – 6/30/20	\$0.00	\$109,802	\$109,802	\$27,451
Emergency Solutions Grant 7/1/19 – 6/30/20	\$21,000	\$0.00	\$21,000	\$5,250
Continuum of Care One-time CoC award 7/1/19 – 7/31/19	\$11,706	\$0.00	\$11,706	\$2,927
Continuum of Care 8/1/19 – 6/30/20	\$128,768	\$0.00	\$128,768	\$32,192
<b>Sub Total</b>	<b>\$161,474</b>	<b>\$109,802</b>	<b>\$271,276</b>	<b>\$67,820</b>
<b>State Fiscal Year 2021:</b>				
<b>Expense Item</b>	<b>Federal Funds</b>	<b>State Grant in Aid Funds</b>	<b>Total State Fiscal Year Budget</b>	<b>Vendor Match</b>
State Grant in Aid 7/1/20 – 6/30/21	\$0.00	109,802	\$109,802	\$27,451
Emergency Solutions Grant 7/1/20 – 6/30/21	\$80,615	\$0.00	\$80,615	\$20,154
Continuum of Care 7/1/20 – 7/31/21	\$140,476	\$0.00	\$140,476	\$36,010
<b>Sub Total</b>	<b>\$221,091</b>	<b>\$109,802</b>	<b>\$330,893</b>	<b>\$83,615</b>
<b>State Fiscal Year 2022</b>				
<b>Expense Item</b>	<b>Federal Funds</b>	<b>State Grant in Aid Funds</b>	<b>Total State Fiscal Year Budget</b>	<b>Vendor Match</b>
State Grant in Aid 7/1/20 – 6/30/21	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Solutions Grant 7/1/20 – 6/30/21	\$0.00	\$0.00	\$0.00	\$0.00
Continuum of Care 7/1/21 – 7/31/21	\$11,704	\$0.00	\$11,704	\$3,007
<b>Grand Total</b>	<b>\$433,839</b>	<b>\$219,604</b>	<b>\$653,443</b>	<b>\$164,335</b>

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INSTITUTE FOR COMMUNITY ALLIANCES is a Iowa Nonprofit Corporation registered to transact business in New Hampshire on February 26, 2019. 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: 813727

Certificate Number : 0005255532



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of February A.D. 2021.

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

William M. Gardner  
Secretary of State

INSTITUTE FOR COMMUNITY ALLIANCES  
1111 9TH ST. #380, DES MOINES, IA 50314  
P: 515-246-6643  
E: INFO@ICALLIANCES.ORG  
W: WWW.ICALLIANCES.ORG



ALASKA | BOISE CITY / ADA COUNTY | IOWA | MINNESOTA | MISSOURI | NEW  
HAMPSHIRE | NORTH DAKOTA | OMAHA/COUNCIL BLUFFS | ROCK RIVER COALITION  
SOUTH CAROLINA LOW COUNTRY | VERMONT | WISCONSIN | WYOMING

February 8, 2021

Lori Shibinette, Commissioner  
State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857

Re: Board Designation of Authorization for Contract Execution and Signature

Dear Ms. Shibinette,

On behalf of the Institute for Community Alliance's Board of Directors, I am writing to notify you that the Board authorizes, Mr. David Eberbach, Executive Director, to execute our contract with the State of New Hampshire accordingly with his signature.

This authorization is provided through the Institute's By-Laws and Fiscal Policies and Procedures. We appreciate your assistance in the implementation of this funding.

Sincerely,



Brad Whipple  
Chairperson, Board of Directors  
Institute for Community Alliances

cc: David Eberbach, Executive Director  
Kimberly Grandstaff, Fiscal Manager  
Adam Smith, New Hampshire HMIS Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2021

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

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

<b>PRODUCER</b> CS&S/HOLMES MURPHY & ASSOCIATES LLC PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>E-MAIL ADDRESS:</b> _____			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURER A: Transportation Insurance Company</b>		<b>201486</b>	
<b>INSURED</b> IOWA INSTITUTE FOR COMMUNITY ALLIANCES 1111 9TH ST STE 380 DES MOINES, IA 50314-2527	<b>INSURER B:</b> _____		
	<b>INSURER C:</b> _____		
	<b>INSURER D: Continental Casualty Company</b>		<b>20443</b>
	<b>INSURER E: American Casualty Company of Reading, Pennsylvania</b>		<b>20427</b>
	<b>INSURER F:</b> _____		_____

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	6045318744	05/15/2020	05/15/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6045318744	05/15/2020	05/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6045318873	05/15/2020	05/15/2021	EACH OCCURRENCE	\$ 2,000,000
	AGGREGATE						\$ 2,000,000	
							\$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6046158363	05/15/2020	05/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

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

Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Agnes M. Connaughy*

The Institute for Community Alliances (ICA) is a nonprofit corporation as defined under Section 501(c)(3) of the Internal Revenue Code of the United States. ICA is organized under the laws of the State of Iowa to develop, implement and evaluate innovative housing and related programs targeted to assist low-income households.

Our volunteer Board of Directors functions as the policy-making and governance body for ICA, provides financial oversight and keeps the organization focused on its mission. The Board is made up of no fewer than seven and no more than nine directors.

**INSTITUTE FOR COMMUNITY ALLIANCES**

**Des Moines, Iowa**

**FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**June 30, 2020 and 2019**

**(With Independent Auditor's Reports Thereon)**

INSTITUTE FOR COMMUNITY ALLIANCES

Des Moines, Iowa

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INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Institute for Community Alliances  
Des Moines, Iowa

*Report on the Financial Statements*

We have audited the accompanying financial statements of Institute for Community Alliances (a nonprofit organization), which comprise the Statements of Financial Position as of June 30, 2020 and 2019, and the related Statements of Activities and Changes in Net Assets, Functional Expenses, and Cash Flows for the years then ended, and the related notes to the financial statements.

*Management's Responsibility for the Financial Statements*

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

*Auditor's Responsibility*

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

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

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

*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Institute for Community Alliances as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Emphasis of Matter*

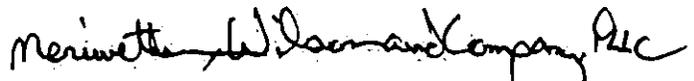
As explained in Note 2 to the financial statements, Institute for Community Alliances adopted ASU 2014-09, *Revenue from Contracts with Customers* on July 1, 2019 using the retrospective method. Our opinion is not modified with respect to this matter.

*Other Matters*

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. The additional supporting schedules on pages 27 through 32 are presented for purposes of additional analysis and are also 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 taken as a whole.

*Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 5, 2020, on our consideration of Institute for Community Alliances' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

  
MERIWETHER, WILSON AND COMPANY, PLLC  
Certified Public Accountants

November 5, 2020  
West Des Moines, Iowa

## INSTITUTE FOR COMMUNITY ALLIANCES

## Statements of Financial Position

June 30,

	<u>2020</u>	<u>2019</u> <u>As Restated</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 673,442	668,358
Receivables	966,990	869,863
Total Current Assets	<u>1,640,432</u>	<u>1,538,221</u>
<b>Property and Equipment</b>		
Furniture and Equipment	101,959	101,578
Vehicles	28,822	--
Accumulated Depreciation	(103,773)	(98,660)
Net Property and Equipment	<u>27,008</u>	<u>2,918</u>
<b>Other Asset</b>		
Investments - Deferred Compensation Plan	<u>15,806</u>	<u>--</u>
Total Assets	<u>\$ 1,683,246</u>	<u>1,541,139</u>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Line of Credit	\$ --	--
Accounts Payable	28,361	42,796
Compensated Absences	172,940	146,065
Accrued Payroll Taxes and Fringe	75,699	75,970
Refundable Advances - Grants and Contracts	297,921	382,210
Total Current Liabilities	<u>574,921</u>	<u>647,041</u>
<b>Long-Term Liabilities</b>		
Deferred Compensation Plan	<u>15,806</u>	<u>--</u>
Total Liabilities	<u>590,727</u>	<u>647,041</u>
<b>Net Assets</b>		
Net Assets Without Donor Restrictions	979,865	765,675
Net Assets With Donor Restrictions	112,654	128,423
Total Net Assets	<u>1,092,519</u>	<u>894,098</u>
Total Liabilities and Net Assets	<u>\$ 1,683,246</u>	<u>1,541,139</u>

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

## INSTITUTE FOR COMMUNITY ALLIANCES

## Statements of Activities and Changes in Net Assets

Years Ended June 30,

	2020			2019 - As Restated		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
<b>Support and Revenue</b>						
Government Grants and Contract Reimbursements	\$ 5,631,765	--	5,631,765	\$ 4,294,648	--	4,294,648
Other Grants and Contracted Services	2,989,517	--	2,989,517	2,233,698	125,000	2,358,698
User Fees and Licenses	566,239	--	566,239	508,352	--	508,352
Interest	156	--	156	1,295	--	1,295
Dean Wright Fund	--	8,135	8,135	--	7,601	7,601
Other Revenue	213,962	--	213,962	46,146	--	46,146
Net Assets Released from Restrictions	23,904	(23,904)	--	21,245	(21,245)	--
<b>Total Support and Revenue</b>	<b>9,425,543</b>	<b>(15,769)</b>	<b>9,409,774</b>	<b>7,105,384</b>	<b>111,356</b>	<b>7,216,740</b>
<b>Expenses</b>						
In-Kind	21,381	--	21,381	21,337	--	21,337
Supportive Services	1,282,723	--	1,282,723	203,132	--	203,132
Homeless Management Information System	444,695	--	444,695	501,716	--	501,716
Software - Support and Licenses	392,489	--	392,489	454,834	--	454,834
Equipment	47,922	--	47,922	20,323	--	20,323
Payroll and Staffing	5,947,743	--	5,947,743	5,048,783	--	5,048,783
Space Costs	193,542	--	193,542	195,318	--	195,318
Operations	537,589	--	537,589	547,771	--	547,771
Administrative Costs	107,549	--	107,549	143,684	--	143,684
FEMA Contract	5,949	--	5,949	3,750	--	3,750
Depreciation	5,113	--	5,113	3,089	--	3,089
Other Operational Expenses	224,658	--	224,658	4,843	--	4,843
<b>Total Expenses</b>	<b>9,211,353</b>	<b>--</b>	<b>9,211,353</b>	<b>7,148,580</b>	<b>--</b>	<b>7,148,580</b>
<b>Increase (Decrease) in Net Assets</b>	<b>214,190</b>	<b>(15,769)</b>	<b>198,421</b>	<b>(43,196)</b>	<b>111,356</b>	<b>68,160</b>
<b>Net Assets at Beginning of Year</b>	<b>765,675</b>	<b>128,423</b>	<b>894,098</b>	<b>808,871</b>	<b>17,067</b>	<b>825,938</b>
<b>Net Assets at End of Year</b>	<b>\$ 979,865</b>	<b>112,654</b>	<b>1,092,519</b>	<b>765,675</b>	<b>128,423</b>	<b>894,098</b>

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

## INSTITUTE FOR COMMUNITY ALLIANCES

## Statements of Functional Expenses

Years Ended June 30,

	2020			
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
In-Kind	\$ 21,381	--	--	21,381
Supportive Services	1,282,723	--	--	1,282,723
Homeless Management Information System	443,429	1,266	--	444,695
Software - Support and Licenses	392,489	--	--	392,489
Equipment	47,483	439	--	47,922
Payroll and Staffing	5,878,500	69,243	--	5,947,743
Space Costs	193,542	--	--	193,542
Operations	264,559	16,715	409	281,683
Meetings and Travel	228,827	23,946	3,133	255,906
Contracted Staff	32,577	4,205	--	36,782
Professional Fees	59,781	7,918	--	67,699
Other Administrative Costs	--	--	3,068	3,068
FEMA Contract	5,949	--	--	5,949
Depreciation	--	5,113	--	5,113
Other Operational Expenses	165,793	58,865	--	224,658
<b>Total</b>	<b><u>\$ 9,017,033</u></b>	<b><u>187,710</u></b>	<b><u>6,610</u></b>	<b><u>9,211,353</u></b>

## INSTITUTE FOR COMMUNITY ALLIANCES

## Statements of Functional Expenses

Years Ended June 30,

	2019			
	Program Services	Management and General	Fundraising	Total
In-Kind	\$ 21,337	--	--	21,337
Supportive Services	202,677	2	453	203,132
Homeless Management Information System	501,716	--	--	501,716
Software - Support and Licenses	454,834	--	--	454,834
Equipment	18,055	--	2,268	20,323
Payroll and Staffing	4,986,176	62,607	--	5,048,783
Space Costs	195,318	--	--	195,318
Operations	215,234	15,154	3,051	233,439
Meetings and Travel	297,529	12,605	4,198	314,332
Contracted Staff	44,778	6,364	--	51,142
Professional Fees	52,015	6,171	--	58,186
Other Administrative Costs	8,335	26,021	--	34,356
FEMA Contract	3,750	--	--	3,750
Depreciation	--	3,089	--	3,089
Other Operational Expenses	25	4,818	--	4,843
<b>Total</b>	<b>\$ 7,001,779</b>	<b>136,831</b>	<b>9,970</b>	<b>7,148,580</b>

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

## INSTITUTE FOR COMMUNITY ALLIANCES

## Statements of Cash Flows

Years Ended June 30,

	<u>2020</u>	<u>2019</u> <u>As Restated</u>
<b>Cash Flows from Operating Activities</b>		
Increase (Decrease) in Net Assets	\$ 198,421	68,160
Charges to Operations Not Requiring Cash - Depreciation	5,113	3,089
(Increase) Decrease in Receivables	(97,127)	418,740
Increase (Decrease) in Payables and Accrued Expenses	12,169	(319,464)
Refundable Advances - Grants and Contracts	(84,289)	101,973
Cash Flows from Operating Activities	<u>34,287</u>	<u>272,498</u>
<b>Cash Flows from Investing</b>		
Expenditures for Property and Equipment	<u>(29,203)</u>	<u>--</u>
<b>Net Increase (Decrease) in Cash</b>	5,084	272,498
<b>Cash Balances - Beginning of Year</b>	<u>668,358</u>	<u>395,860</u>
<b>Cash Balances - End of Year</b>	<u>\$ 673,442</u>	<u>668,358</u>
<b>Supplemental Cash Flow Disclosures</b>		
Cash Paid During the Years for Interest	<u>\$ 294</u>	<u>--</u>

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

## INSTITUTE FOR COMMUNITY ALLIANCES

## Notes to Financial Statements

June 30, 2020 and 2019

**1. Nature of Activities**

Institute for Community Alliances (the Institute) is a nonprofit corporation as defined under Section 501(c)(3) of the Internal Revenue Code. The Institute was organized under the laws of the state of Iowa to develop, implement, and evaluate innovative housing, and related programs targeted to low-income households. The Institute is not considered a private foundation for income tax reporting purposes.

**2. Summary of Significant Accounting Policies**

The accompanying financial statements have been prepared in conformity with the accounting principles appropriate for nonprofit organizations. The accounting and reporting policies of the Institute conform to accounting principles generally accepted in the United States of America. The following describes the more significant of those policies.

**Recently Adopted Accounting Pronouncements**

During the year ended June 30, 2020, Institute for Community Alliances adopted ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). This ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. This ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Institute for Community Alliances adopted the new standard effective July 1, 2019, the first day of the organization's fiscal year, using the retrospective approach.

The adoption of this new standard resulted in an increase to the July 1, 2018 beginning net assets in the amount of \$126,428 and a corresponding decrease to the beginning of the year deferred revenue. Additionally, total support and revenue and the corresponding change in net assets for the year ended June 30, 2019 were increased by \$170,525 changing an originally reported deficit of \$102,365 to excess revenue in the amount of \$68,160 as restated. Finally, the amount originally shown on the Statement of Financial Position for Deferred Revenue at June 30, 2019 was reduced by \$296,953 and that line item was renamed Refundable Advances – Grants and Contracts.

**Financial Statement Presentation and Contributions**

The Institute reports financial information in accordance with generally accepted accounting principles, which requires the Institute to report information regarding its financial position and activities according to two classes of net assets and requires classification of contributions received as those without donor restrictions and those with donor restrictions. Contributions received and expended in the same fiscal year are reported as revenue received without donor restrictions.

**Cash and Cash Equivalents**

For purposes of the Statements of Cash Flows, the Institute considers all cash in checking and savings accounts and highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

**Grant or Contract Reimbursements Receivable**

Grant or contract receivables have been recorded at net realizable value when eligible expenditures have exceeded contract receipts to date. There have been no bad debts and, therefore, no allowance for uncollectible amounts has been recorded.

**Property and Equipment**

Property and equipment are recorded at cost. Expenses for maintenance, repairs, and minor replacements are charged to expense, while the cost of major replacements, betterments and acquisitions is capitalized. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets, ranging from three to seven years.

### **Investments**

Investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the Statements of Financial Position. Unrealized gains and losses are included in the change in net assets.

### **Compensated Absences**

The Institute allows for the accrual and accumulation of unused vacation time of its employees and the payment for such absences upon termination of employment or when time off for the absence is scheduled. The unused vacation leave at the year-end date is accrued as a liability on the financial statements.

### **Fair Value of Financial Instruments**

The Institute records financial assets and liabilities using a fair value hierarchy, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

Level 1 – Quoted prices (unadjusted) are available in active markets for identical assets or liabilities as of the reporting date.

Level 2 – Pricing inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument.

Level 3 – Significant inputs to pricing have little or no observability as of the reporting date. The types of assets or liabilities included in Level 3 are those with inputs requiring significant management judgment or estimation, such as complex and subjective models and forecasts used to determine fair value.

The financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Association's assessment of significance to a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

The following methods and assumptions were used by the Association in estimating the fair value of its financial instruments:

Investments are measured at fair value based on quoted prices in active markets and as such are categorized as Level 1.

The carrying amounts of cash, receivables, prepaid expenses, accounts payable, accrued expenses, and other liabilities approximate their fair values due to the short-term maturities of these financial instruments.

### **Revenue Recognition**

Revenues from grants are recognized to the extent that they are expended in accordance with grantor conditions. Revenues from contracts, including Other Contracted Services and User Fees and Licenses as shown on the Statements of Activities and Changes in Net Assets, are recorded over time as earned. Any grant or contracts proceeds that have been received but not expended or yet earned are shown as Refundable Advances – Grants and Contracts in the liability section of the accompanying Statements of Financial Position.

Contributions are recorded as revenue when received or pledged by the donor. All contributions are deemed available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or specific purposes are reported as revenue with donor restrictions.

### **Functional Allocation of Expenses**

The allocations of expenses shown on the Statement of Functional Expenses were made by direct assignment of costs to functional categories where a direct relationship exists. Additionally, the Institute allocates indirect expenses and joint program direct expenses individually to programs based on hours charged by employees, or estimated benefits based upon usage or other methods to the programs for which the cost was incurred.

**Income Taxes**

The Institute is currently exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code and has been classified as an organization that is not a private foundation under Section 509(a) of the Internal Revenue Code. The Institute would be subject to federal and state income tax on any unrelated business income generated from activities not specifically related to its tax-exempt purpose. No unrelated activities were conducted during the years ended June 30, 2020 and 2019, and, accordingly, no provision has been made for income tax liabilities or expense.

**Estimates**

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

**Reclassifications**

Certain reclassifications to the 2019 financial statements have been made to conform to the 2020 presentation.

**3. Principal Programs**

The following is a summary description of the principal programs administered by the Institute:

**Homeless Management Information System (HMIS)**

The Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

**Emergency Solutions Grants (ESG) Program**

The Emergency Solutions Grant (ESG) program is a formula grant program. Eligible recipients generally consist of metropolitan cities, urban counties, territories, and states, as defined in 24 CFR 576.2. ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. The Institute for Community Alliances provides the HMIS services required by the ESG program, under the ESG regulatory standards.

**IFA (SAF) HMIS Implementation Project**

Funding for this project is provided by the Iowa Finance Authority (IFA) through State Shelter Assistance Funds to assist in the implementation, operation and maintenance of the HMIS for use throughout the State of Iowa to benefit homeless shelters and service providers.

**Continuum of Care (CoC) Program**

The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. The Institute for Community Alliances provides the HMIS services required by the Continuum of Care program, under the program's regulatory standards.

**4. Support from Governmental Agencies**

The Institute received approximately 60% in 2020 (61% in 2019) of its support and revenue from governmental grants and contracts. A significant reduction in the level of government funding would have a major affect on the Institute's program activities.

**5. Concentration of Credit Risk**

The Institute maintains cash balances at four local banks. The Federal Deposit Insurance Corporation insures their accounts at each institution in an amount up to \$250,000. At June 30, 2020, the Organization had \$206,489 deposited in excess of federally insured limits (\$311,123 in 2019).

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**6. Receivables**

Amounts earned but not received under contracts with program funding sources are summarized as follows at June 30:

Due From	Program	2020	2019
Alaska Coalition on Housing and Homelessness	HMIS & TA	\$ 42,955	22,397
Anchorage Coalition to End Homelessness	HMIS & TA	20,601	39,656
Catholic Charities of St. Paul	Minnesota Project	29,225	22,354
MACCH-Common Fund	Nebraska Project	--	25,966
Iowa Finance Authority	HMIS & HOPWA	6,987	21,735
City of Boise Idaho	Contract Services	30,000	7,662
City of Milwaukee	CDGA	--	23,714
Minnesota Housing Finance Agency	Contract Services	90,413	64,536
Minnesota DHS	Contract Services	26,631	--
New Hampshire DHHS	HMIS	27,215	10,251
St. Louis County HRC	Contract Services	29,406	19,322
City of St. Louis AHTF	Contract Services	71,172	33,150
City of St. Louis HMIS	Contract Services	--	15,281
North Dakota Coalition for Homeless	Contract Services	10,941	19,276
University of Nebraska	Contract Services	17,985	3,019
Wisconsin BOS/COC	Employment Contract	27,878	32,684
Various Sources	Continuum of Care Program	315,668	266,878
Various Sources	Emergency Solutions Grant Program	128,166	110,171
Various Sources	User Licenses and Training	62,921	83,567
Various Sources	Contract Services	28,826	48,244
		<u>\$ 966,990</u>	<u>869,863</u>

**7. Property and Equipment**

Equipment owned by the Institute is summarized as follows at June 30:

	Cost	Current Depreciation	Accumulated Depreciation	Book Value
	2020			
Office Furniture and Equipment	\$ 101,959	2,231	100,891	1,068
Vehicles	28,822	2,882	2,882	25,940
Totals	<u>\$ 130,781</u>	<u>5,113</u>	<u>103,773</u>	<u>27,008</u>
	2019			
Office Furniture and Equipment	<u>\$ 101,578</u>	<u>3,089</u>	<u>98,660</u>	<u>2,918</u>

The estimated lives used on the above equipment range from three to seven years.

Substantially all of the above equipment was funded under various grants with federal, state, or local governmental entities and may revert back to these funding sources in the event such programs terminate or the use of the property changes from its original purpose.

In addition, any proceeds from disposal of such properties must be expended with grantor approval.

**8. Investments and Fair Value of Financial Instruments**

Investments are measured at fair value on a recurring basis and are presented below based on their fair value hierarchy levels as of June 30:

	Total	Quoted Price in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
	2020			
Equity - Mutual Funds	<u>\$ 15,806</u>	<u>15,806</u>	<u>--</u>	<u>--</u>
	2019			
Equity - Mutual Funds	<u>\$ --</u>	<u>--</u>	<u>--</u>	<u>--</u>

Investment income is composed of the following components for the years ended June 30:

	2020	2019
Interest	\$ 1,735	1,295
Net Unrealized Gains	711	--
Administrative Charges	<u>(24)</u>	<u>--</u>
Total Investment Income	<u>\$ 2,422</u>	<u>1,295</u>

**9. Line of Credit**

The Organization has entered into a \$200,000 non-recourse line of credit agreement with Freedom Financial Bank. This renewable loan bears interest at 1% over prime (5.0% at June 30, 2020) and matures on August 29, 2020. At June 30, 2020, the outstanding balance of this loan was \$-0- (\$-0- in 2019). Interest costs incurred and charged to expense during the year ended June 30, 2020 totaled \$398 (\$0 in 2019).

This loan is collateralized by the Organization's assets and contains various covenants and requirements as determined by the bank.

**10. Refundable Advances – Grants and Contracts**

Refundable advances are summarized as follows at June 30:

Project	2020	2019
Unearned Grant Advances		
IA - COVID-19 RRH Pass Thru	\$ 10,000	--
MO - MoHIP #2020	8,992	--
WI - ESG Madison	430	3,118
WI - ESG Milwaukee	29,677	60,947
WI - ESG Racine	8,430	7,730
WY - ESG	6,886	9,744
Other	<u>--</u>	<u>591</u>
	<u>64,415</u>	<u>82,130</u>
Unearned Contract Advances		
User Fees and Licenses	233,506	197,539
Purchase of Service Contracts	<u>--</u>	<u>102,541</u>
	<u>233,506</u>	<u>300,080</u>
Total Refundable Advances	<u>\$ 297,921</u>	<u>382,210</u>

User fees and licenses are billed throughout the Organization's fiscal year based upon each respective user's anniversary date, but no less than annually. User fees and licenses revenue is recognized as earned on a pro-rata basis over the twelve-month period to which they apply.

Purchase of service contracts are generally billed quarterly. Advance billings are subsequently recorded to revenue as the contract services are performed with revenue being recognized as earned during the contract term.

#### 11. Net Assets

Net Assets Without Donor Restrictions – Institute for Community Alliances' net assets without donor restrictions were received without external restrictions and are generally available for ongoing operating purposes.

Net assets without donor restrictions are summarized as follows at June 30:

	2020	2019
Invested in Property and Equipment	\$ 27,008	2,918
Undesignated Net Assets	952,857	762,757
<b>Total Net Assets Without Donor Restrictions</b>	<b>\$ 979,865</b>	<b>765,675</b>

Net Assets With Donor Restrictions - Institute for Community Alliances has received donations which under terms of their receipt are to be used for specific purposes and are classified as net assets with donor restrictions.

Net assets with donor restrictions are summarized as follows at June 30:

	2020	2019
Subject to Purpose Restrictions		
Pohlad Family Foundation - HMIS Infrastructure Improvements	\$ 76,643	89,052
United Way Grant - HMIS Software Upgrade and User Training	19,788	24,673
Dean Wright Fund	16,223	14,698
	<b>\$ 112,654</b>	<b>128,423</b>

The Dean Wright Fund consists of net proceeds from fundraising events conducted by the Opening Doors committee in Des Moines, which is established to help alleviate homelessness for those who have difficulty locating acceptable housing. The use of these funds is restricted for the benefit of or the purposes prescribed by Opening Doors.

#### 12. Liquidity and Availability of Financial Assets

Institute for Community Alliances' financial assets available for general expenditure within one year of the balance sheet date are summarized as follows at June 30:

	2020	2019
Financial Assets at Year-End		
Cash and Cash Equivalents	\$ 673,442	668,358
Accounts Receivable	966,990	869,863
Investments - Deferred Compensation Plan	15,806	--
	<b>1,656,238</b>	<b>1,538,221</b>
Less Those Unavailable for General Expenditures Within One Year		
Deferred Compensation Plan	(15,806)	--
Net Assets With Donor Restrictions	<b>(112,654)</b>	<b>(128,423)</b>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<b>\$ 1,527,778</b>	<b>1,409,798</b>

**13. Lease Commitments**

The Institute leases office space at various locations under a non-cancelable agreements expiring through October 31, 2021. Future minimum payments due under these agreements as of June 30 are as follows:

	2020	2019
2020	\$ --	104,770
2021	77,590	64,830
2022	22,730	8,810
2023	--	--
2024	--	--
	\$ 100,320	178,410

The Institute's rent expense totaled \$193,542 for the year ended June 30, 2020 (\$195,317 in 2019).

**14. Pension and Deferred Compensation Plans**

Effective November 1, 2014, the Institute established the Institute for Community Alliances 401(k) Thrift Plan administered by Mutual of America. The plan is funded by employee contributions and employer contributions equal to 5% of employee wages. The Institute's contributions to this plan totaled \$207,218 for the year ended June 30, 2020, while employees contributed \$228,831 (\$196,044 and \$220,643, respectively in 2019).

Effective May 1, 2019, the Organization adopted a 457(b) eligible deferred compensation plan for certain management employees administered by Mutual of America. This plan is funded by employee and employer contributions determined on an annual basis. The Institute's contributions to this plan totaled \$11,819 for the year ended June 30, 2020, while employees contributed \$3,300 (\$- and \$-, respectively in 2019). All current participants in this plan are fully vested, however due to the nature of this plan investments remain assets of the Organization with a corresponding Deferred Compensation Plan liability in the amount of \$15,806 (\$- in 2019) which is equal to the investment value.

**15. Subsequent Events**

The Institute has evaluated events and transactions occurring after June 30, 2020 for potential items required to be recognized or disclosed in the financial statements. In March 2020, the global coronavirus pandemic began to disrupt the United States economy. We cannot reasonably estimate the length or severity of this pandemic, or the extent to which the disruption may materially impact our financial status and operations in 2021. Subsequent events were evaluated through November 5, 2020, the date the financial statements were available for issuance.



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Institute for Community Alliances  
Des Moines, Iowa

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Institute for Community Alliances (a nonprofit organization), which comprise the Statement of Financial Position as of June 30, 2020, and the related Statements of Activities and Changes in Net Assets, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 5, 2020.

*Internal Control over Financial Reporting*

In planning and performing our audit of the financial statements, we considered Institute for Community Alliances' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Institute for Community Alliances' internal control. Accordingly, we do not express an opinion on the effectiveness of Institute for Community Alliances' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

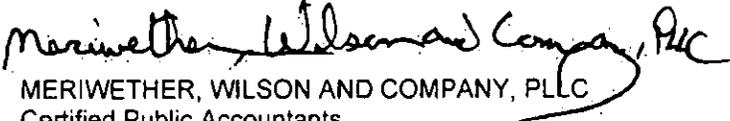
Page Two

*Compliance and Other Matters*

As part of obtaining reasonable assurance about whether Institute for Community Alliances' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

*Purpose of this Report*

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
MERIWETHER, WILSON AND COMPANY, PLLC  
Certified Public Accountants

November 5, 2020  
West Des Moines, Iowa



REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND  
REPORT ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Institute for Community Alliances  
Des Moines, Iowa

*Report on Compliance for Each Major Federal Program*

We have audited Institute for Community Alliances' (a nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Institute for Community Alliances' major federal program for the year ended June 30, 2020. Institute for Community Alliances' major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

*Management's Responsibility*

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

*Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for Institute for Community Alliances' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Institute for Community Alliances' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Institute for Community Alliances' compliance.

*Opinion on Each Major Federal Program*

In our opinion, Institute for Community Alliances complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2020.

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*Report on Internal Control Over Compliance*

Management of Institute for Community Alliances is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Institute for Community Alliances' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Institute for Community Alliances' internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

  
MERIWETHER, WILSON AND COMPANY, PLLC  
Certified Public Accountants

November 5, 2020  
West Des Moines, Iowa

INSTITUTE FOR COMMUNITY ALLIANCES  
**Schedule of Findings and Questioned Costs**

Year Ended June 30, 2020

Summary of Auditor's Results

1. The auditor's report expresses an unmodified opinion on the financial statements of Institute for Community Alliances.
2. Internal Control Over Financial Reporting
  - No material weaknesses were identified.
  - No significant deficiencies were reported.
3. No instances of noncompliance material to the financial statements of Institute for Community Alliances were noted during the audit.
4. Internal Control Over Major Programs
  - No material weaknesses were identified.
  - No significant deficiencies were reported.
5. The auditor's report on compliance for the major federal award programs for Institute for Community Alliances expresses an unmodified opinion on all major federal programs.
6. The results of our audit disclosed no audit findings, which we are required to report in accordance with 2 CFR 200.516(a).
7. The following program was audited as a major federal program:

Program Title	CFDA No.	Expenses
Continuum of Care Program	14.267	\$ 3,586,211

8. The dollar threshold used to distinguish between Type A and Type B programs was \$750,000.
9. Institute for Community Alliances qualified as a low-risk auditee.

Findings Related to the Financial Statements

None

Findings and Questioned Costs Related to Federal Awards

None

Summary Schedule of Prior Audit Findings

None

INSTITUTE FOR COMMUNITY ALLIANCES  
**Schedule of Expenditures of Federal Awards**  
 July 1, 2019 Through June 30, 2020

Grantor/Pass-Through Agency	Grant Number
U.S. Department of Housing and Urban Development	
Direct Awards	
Continuum of Care Program	IA0005L7D001811
Continuum of Care Program	IA0005L7D001710
Continuum of Care Program	IA0083L7D001803
Continuum of Care Program	IA0083L7D001702
Continuum of Care Program	IA0014L7D011912
Continuum of Care Program	IA0014L7D011811
Continuum of Care Program	IA0121L7D011800
Continuum of Care Program	IL0615L5T011803
Continuum of Care Program	IL0615L5T011702
Continuum of Care Program	MN0012L5K001811
Continuum of Care Program	MN0012L5K001710
Continuum of Care Program	MN0043L5K011811
Continuum of Care Program	MN0043L5K011710
Continuum of Care Program	MN0058L5K021811
Continuum of Care Program	MN0058L5K021710
Continuum of Care Program	MN0072L5K031710
Continuum of Care Program	MN0072L5K031811
Continuum of Care Program	MN0078L5K041811
Continuum of Care Program	MN0078L5K041710
Continuum of Care Program	MN0088L5K051811
Continuum of Care Program	MN0088L5K051710
Continuum of Care Program	MN0096L5K061811
Continuum of Care Program	MN0096L5K061710
Continuum of Care Program	MN0115L5K091811
Continuum of Care Program	MN0115L5K091710
Continuum of Care Program	MN0145L5K111811
Continuum of Care Program	MN0145L5K111710
Continuum of Care Program	MN0290L5K081805
Continuum of Care Program	MN0290L5K081704
Continuum of Care Program	MN0350L5K011702
Continuum of Care Program	MN0371L5K001701
Continuum of Care Program	MN0377L5K011701
Continuum of Care Program	MN0381L5K021701
Continuum of Care Program	MO0090L7P061912
Continuum of Care Program	MO0090L7P061811
Continuum of Care Program	NE0011L7D011811
Continuum of Care Program	VT0005L1T001811
Continuum of Care Program	VT0051L1T001702
Continuum of Care Program	VT0052L1T011803
Continuum of Care Program	VT0052L1T011702

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards

July 1, 2019 Through June 30, 2020

<u>Grant Period</u>	<u>CFDA*</u> <u>Number</u>	<u>Award</u> <u>Amount</u>	<u>Pass-Through</u> <u>to Subrecipients</u>	<u>Federal</u> <u>Expenses</u>
12/01/19 - 11/30/20	14.267	43,156	\$ --	\$ 9,842
12/01/18 - 11/30/19	14.267	43,156	--	13,988
12/01/19 - 11/30/20	14.267	186,608	--	117,285
12/01/18 - 11/30/19	14.267	186,608	--	82,987
06/01/20 - 05/31/21	14.267	346,578	--	15,357
06/01/19 - 05/31/20	14.267	346,578	--	324,309
12/01/19 - 11/30/20	14.267	100,000	--	44,974
12/01/19 - 11/30/20	14.267	83,670	--	46,399
12/01/18 - 09/30/19	14.267	83,670	--	32,491
09/01/19 - 11/30/20	14.267	298,733	--	165,034
09/01/18 - 08/31/19	14.267	49,994	--	7,024
09/01/19 - 10/31/20	14.267	144,758	--	103,637
09/01/18 - 08/31/19	14.627	82,083	--	12,436
09/01/19 - 10/31/20	14.267	62,480	--	41,393
09/01/18 - 08/31/19	14.267	25,000	--	3,761
09/01/18 - 08/31/19	14.267	140,872	--	1,453
09/01/19 - 08/31/20	14.267	140,872	--	131,916
09/01/19 - 08/31/20	14.267	19,999	--	15,726
09/01/18 - 08/31/19	14.267	19,999	--	2,208
09/01/19 - 08/31/20	14.267	41,099	--	35,299
09/01/18 - 08/31/19	14.267	41,099	--	4,402
09/01/19 - 08/31/20	14.267	10,658	--	10,194
09/01/18 - 08/31/19	14.267	10,658	--	2,407
09/01/19 - 08/31/20	14.267	39,280	--	38,343
09/01/18 - 08/31/19	14.267	39,280	--	5,440
09/01/19 - 08/31/20	14.267	26,500	--	24,852
09/01/18 - 08/31/19	14.267	26,500	--	4,260
09/01/19 - 08/31/20	14.267	33,359	--	30,018
09/01/18 - 08/31/19	14.267	33,359	--	6,468
01/01/19 - 12/31/19	14.267	26,603	--	12,671
01/01/19 - 12/31/19	14.627	248,739	--	122,862
01/01/19 - 12/31/19	14.267	36,072	--	11,533
01/01/19 - 12/31/19	14.267	37,480	--	18,530
05/01/20 - 04/30/21	14.267	239,947	--	46,847
05/01/19 - 04/30/20	14.267	239,947	--	196,703
07/01/19 - 06/30/20	14.267	179,660	--	179,660
06/01/19 - 06/30/20	14.267	59,382	--	59,105
09/01/18 - 08/31/19	14.267	28,810	--	6,075
09/01/19 - 08/31/20	14.267	65,000	--	27,647
09/01/18 - 08/31/19	14.267	65,000	--	9,672

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards (Continued)

July 1, 2019 Through June 30, 2020

Grantor/Pass-Through Agency	Grant Number
U.S. Department of Housing and Urban Development	
Direct Awards - Continuum of Care Program (Continued)	
Continuum of Care Program	WI0035L5I001912
Continuum of Care Program	WI0035L5I001811
Continuum of Care Program	WI0051L5I011811
Continuum of Care Program	WI0051L5I011710
Continuum of Care Program	WI0177L5I011702
Continuum of Care Program	WI0180L5I031803
Continuum of Care Program	WI0180L5I031702
Continuum of Care Program	WI0192L5I021802
Continuum of Care Program	WI0192L5I021701
Continuum of Care Program	WI0211L5I031902
Continuum of Care Program	WI0211L5I031801
Continuum of Care Program	WI0206L5I021902
Continuum of Care Program	WI0206L5I021801
Continuum of Care Program	WY0001B8T001811
Continuum of Care Program	WY0001B8T001710
Continuum of Care Program	WY0013B8T001802
Continuum of Care Program	WY0013B8T001701
Passed Through City of Des Moines	
Continuum of Care Program	IA0041L7D021811
Continuum of Care Program	IA0041L7D021710
Passed Through Hawkeye Area Community Action Program, Inc.	
Continuum of Care Program	N/A
Passed Through Iowa Finance Authority	
Continuum of Care Program	IA0124L7D011800
Passed Through the Missouri Housing Development Commission	
Continuum of Care Program	MO0283L7P061800
Passed Through the City of St. Joseph	
Continuum of Care Program	MO0039L7P031912
Continuum of Care Program	N/A
Passed Through the City of St. Louis	
Continuum of Care Program	MO0203L7E011803
Continuum of Care Program	MO0203L7E011702
Passed Through State of New Hampshire	
Continuum of Care Program	2019-026
Passed Through the North Dakota Coalition for Homeless People	
Continuum of Care Program	ND0006L8T001811
Total CFDA #14.267	
Direct Award	
Youth Homelessness Demonstration Program	MN0441Y5K061700
Passed Through Iowa Finance Authority	
Housing Opportunities for Persons with AIDS	N/A
Housing Opportunities for Persons with AIDS	N/A
Total CFDA #14.241	

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards (Continued)

July 1, 2019 Through June 30, 2020

<u>Grant Period</u>	<u>CFDA* Number</u>	<u>Award Amount</u>	<u>Pass-Through to Subrecipients</u>	<u>Federal Expenses</u>
06/01/20 - 05/31/21	14.267	371,429	--	31,130
06/01/19 - 05/31/20	14.267	371,429	--	354,766
08/01/19 - 07/31/20	14.267	144,112	--	134,877
08/01/18 - 07/31/19	14.267	66,761	--	--
12/01/18 - 11/30/19	14.267	77,351	--	46,697
10/01/19 - 09/30/20	14.267	44,500	--	29,904
10/01/18 - 09/30/19	14.267	44,500	--	7,200
10/01/19 - 09/30/20	14.267	15,000	--	9,345
10/01/18 - 09/30/19	14.267	15,000	--	1,250
05/01/20 - 04/30/21	14.267	267,611	--	31,629
05/01/19 - 04/30/20	14.267	267,611	--	242,828
05/01/20 - 04/30/21	14.267	37,525	--	8,993
05/01/19 - 04/30/20	14.267	37,525	--	31,057
10/01/19 - 09/30/20	14.267	61,539	--	35,054
10/01/18 - 09/30/19	14.267	61,539	--	17,322
10/01/19 - 09/30/20	14.267	82,275	--	68,302
10/01/18 - 09/30/19	14.267	82,275	--	11,622
11/01/19 - 10/31/20	14.267	104,873	--	62,158
11/01/18 - 10/31/19	14.267	104,873	--	44,043
01/01/19 - 12/31/19	14.267	100,000	--	52,956
04/01/20 - 11/30/20	14.267	240,301	--	33,817
10/01/19 - 09/30/20	14.267	168,530	--	17,735
06/01/20 - 05/31/21	14.267	42,254	--	885
04/01/20 - 05/31/20	14.267	26,466	--	26,466
10/01/19 - 09/30/20	14.267	100,000	--	79,115
10/01/18 - 09/30/19	14.267	100,000	--	30,437
07/01/19 - 06/30/21	14.267	152,180	--	140,474
07/01/19 - 06/30/20	14.267	10,941	--	10,941
				<u>3,586,211</u>
10/01/19 - 09/30/20	14.276	27,258	--	<u>5,212</u>
01/01/20 - 12/31/20	14.241	17,140	--	2,150
01/01/19 - 12/31/19	14.241	15,172	--	592
				<u>2,742</u>

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards (Continued)

July 1, 2019 Through June 30, 2020

Grantor/Pass-Through Agency	Grant Number
U.S. Department of Housing and Urban Development	
Passed Through Iowa Finance Authority	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Passed Through City of Des Moines	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Passed Through City of Sioux City	
Emergency Solutions Grant Program	E-19-MC-19-0002
Passed Through City of Rockford	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Passed Through City of Duluth	
Emergency Solutions Grant Program	N/A
Passed Through City of Minneapolis	
Emergency Solutions Grant Program	C-43781
Passed Through City of Saint Paul	
Emergency Solutions Grant Program	N/A
Passed Through Hennepin County	
Emergency Solutions Grant Program	A177624
Passed Through St. Louis County, MN	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Passed Through Missouri Housing Development Commission	
Emergency Solutions Grant Program	19-702-E
Emergency Solutions Grant Program	19-703-E
Emergency Solutions Grant Program	19-704-E
Emergency Solutions Grant Program	19-705-E
Emergency Solutions Grant Program	19-706-E
Emergency Solutions Grant Program	20-770-E
Emergency Solutions Grant Program	20-771-E
Emergency Solutions Grant Program	20-772-E
Emergency Solutions Grant Program	20-773-E
Emergency Solutions Grant Program	20-774-E
Passed Through City of St. Louis	
Emergency Solutions Grant Program	55WZ0
Emergency Solutions Grant Program	55WZ0
Passed Through State of New Hampshire	
Emergency Solutions Grant Program	2016-026
Passed Through City of Omaha	
Emergency Solutions Grant Program	N/A
Passed Through Vermont Department of Children and Families	
Emergency Solutions Grant Program	03440-44054-20-ICA
Passed Through City of Madison	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A

INSTITUTE FOR COMMUNITY ALLIANCES  
**Schedule of Expenditures of Federal Awards (Continued)**

July 1, 2019 Through June 30, 2020

<u>Grant Period</u>	<u>CFDA* Number</u>	<u>Award Amount</u>	<u>Pass-Through to Subrecipients</u>	<u>Federal Expenses</u>
01/01/20 - 12/31/20	14.231	55,000	--	10,062
01/01/19 - 12/31/19	14.231	55,000	--	7,592
01/01/19 - 12/31/19	14.231	9,398	--	8,585
01/01/20 - 12/31/20	14.231	9,398	--	4,507
10/01/19 - 09/30/20	14.231	10,000	--	3,633
01/21/19 - 02/01/20	14.231	29,000	--	18,065
11/17/19 - 11/16/21	14.231	30,000	--	12,948
04/01/19 - 03/31/20	14.231	4,000	--	4,000
08/31/18 - 08/31/20	14.231	36,895	--	5,726
01/01/19 - 12/31/19	14.231	11,000	--	11,000
09/01/18 - 08/31/19	14.231	4,544	--	--
09/01/19 - 10/31/20	14.231	3,274	--	569
09/01/18 - 08/31/19	14.231	3,249	--	--
01/01/19 - 03/31/20	14.231	19,974	--	11,279
01/01/19 - 03/31/20	14.231	18,950	--	12,612
01/01/19 - 03/31/20	14.231	41,000	--	22,069
01/01/19 - 07/01/20	14.231	69,911	--	48,270
01/01/19 - 03/31/20	14.231	87,150	--	21,771
11/01/19 - 11/30/20	14.231	83,475	--	71,301
11/01/19 - 11/30/20	14.231	42,075	--	16,854
11/01/19 - 11/30/20	14.231	21,339	--	13,979
11/01/19 - 11/30/20	14.231	41,475	--	15,899
11/01/19 - 11/30/20	14.231	16,275	--	6,188
08/01/19 - 07/31/20	14.231	86,700	--	77,292
08/01/18 - 07/31/19	14.231	86,700	--	9,225
07/01/19 - 06/30/21	14.231	42,000	--	2,856
07/01/19 - 06/30/20	14.231	13,000	--	13,000
07/01/19 - 06/30/20	14.231	141,828	--	141,828
01/01/20 - 12/31/20	14.231	3,321	--	2,891
01/01/19 - 12/31/19	14.231	3,184	--	3,118

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards (Continued)

July 1, 2019 Through June 30, 2020

Grantor/Pass-Through Agency	Grant Number
U.S. Department of Housing and Urban Development	
Emergency Solutions Grant Program (Continued)	
Passed Through City of Racine	
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Emergency Solutions Grant Program	N/A
Passed Through City of Milwaukee	
Emergency Solutions Grant Program	N/A
Passed Through Wyoming Department of Family Services	
Emergency Solutions Grant Program	N/A
Total CFDA #14.231	
Total U.S. Department of Housing and Urban Development	
Department of Homeland Security	
Emergency Food and Shelter National Board Program	Various
U.S. Department of Health and Human Services	
Passed Through Iowa Department of Human Services	
Projects for Assistance in Transition from Homelessness	MHDS 15-001
Total Federal Awards	

\* Catalog of Federal Domestic Assistance

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenditures of Federal Awards (Continued)

July 1, 2019 Through June 30, 2020

<u>Grant Period</u>	<u>CFDA* Number</u>	<u>Award Amount</u>	<u>Pass-Through to Subrecipients</u>	<u>Federal Expenses</u>
01/01/17 - 12/31/17	14.231	10,860	--	3,019
01/01/18 - 12/31/18	14.231	4,711	--	1,117
01/01/19 - 12/31/19	14.231	4,836	--	--
01/01/17 - 12/31/17	14.231	40,831	--	34,988
01/01/18 - 12/31/18	14.231	26,057	--	23,082
01/01/19 - 12/31/19	14.231	26,800	--	--
01/01/20 - 12/31/20	14.231	27,755	--	--
03/18/19 - 09/30/20	14.231	10,300	--	2,858
				<u>642,183</u>
				<u>4,236,348</u>
10/01/18 - 05/31/20	97.024	5,244	--	5,244
07/01/19 - 06/30/20	93.150	10,887	--	10,887
			<u>\$ --</u>	<u>\$ 4,252,479</u>

SEE INDEPENDENT AUDITOR'S REPORT

INSTITUTE FOR COMMUNITY ALLIANCES

**Notes to Schedule of Expenditures of Federal Awards**

Year Ended June 30, 2020

**Note 1 – Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Institute for Community Alliances under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Institute for Community Alliances, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Institute for Community Alliances.

**Note 2 – Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Institute for Community Alliances has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

## INSTITUTE FOR COMMUNITY ALLIANCES

## Combining Statement of Activities

July 1, 2020 through June 30, 2021

	Total	HUD Continuum of Care - BOS Iowa	HUD Continuum of Care - BOS CE Iowa	HUD Continuum of Care - BOS Planning Iowa
<b>Support and Revenue</b>				
Government Grants and Contract Reimbursements	\$ 5,631,765	339,666	44,974	33,817
Other Grants and Contracted Services	2,989,517	--	--	--
User Fees and Licenses	566,239	--	--	--
Interest	156	--	--	--
Other Revenue	222,097	--	--	--
<b>Total Support and Revenue</b>	<b>9,409,774</b>	<b>339,666</b>	<b>44,974</b>	<b>33,817</b>
<b>Expenses</b>				
In-Kind	21,381	--	--	--
Supportive Services	1,282,723	--	--	--
Homeless Management Information System	444,695	7,447	17	--
Software - Support and Licenses	392,489	17,384	37	--
Equipment	47,922	2,614	2,050	1
Payroll and Staffing	5,947,743	274,931	37,441	25,370
Space Costs	193,542	14,578	2,231	101
Operations - Utilities, Office, Insurance, Travel	537,589	21,858	2,890	8,296
Administrative Costs	107,549	854	308	49
FEMA Contract	5,949	--	--	--
Depreciation	5,113	--	--	--
Other Operational Expenses	224,658	--	--	--
<b>Total Expenses</b>	<b>9,211,353</b>	<b>339,666</b>	<b>44,974</b>	<b>33,817</b>
<b>Excess (Deficiency) of Support and Revenue to Expenses</b>	198,421	--	--	--
<b>Fund Transfers</b>				
Program Funds Considered Unrestricted	--	--	--	--
<b>Fund Balances - Beginning of Year</b>	<b>894,098</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>Fund Balances - End of Year</b>	<b>\$1,092,519</b>	<b>--</b>	<b>--</b>	<b>--</b>



INSTITUTE FOR COMMUNITY ALLIANCES  
Combining Statement of Activities (Continued)

July 1, 2020 through June 30, 2021

	HUD Continuum of Care - St. Joe	HUD Continuum of Care - Omaha	HUD Continuum of Care - New Hampshire	HUD Continuum of Care - North Dakota
<b>Support and Revenue</b>				
Government Grants and Contract Reimbursements	\$ 27,351	179,684	140,474	10,941
Other Grants and Contracted Services	--	--	--	--
User Fees and Licenses	--	--	--	--
Interest	--	--	--	--
Other Revenue	--	--	--	--
<b>Total Support and Revenue</b>	<u>27,351</u>	<u>179,684</u>	<u>140,474</u>	<u>10,941</u>
<b>Expenses</b>				
In-Kind	--	--	--	--
Supportive Services	--	--	--	--
Homeless Management Information System	9,849	--	10,440	--
Software - Support and Licenses	--	1,331	9,784	--
Equipment	388	162	949	--
Payroll and Staffing	16,836	141,894	98,068	10,941
Space Costs	67	9,079	4,754	--
Operations - Utilities, Office, Insurance, Travel	139	26,506	15,827	--
Administrative Costs	72	717	753	--
FEMA Contract	--	--	--	--
Depreciation	--	--	--	--
Other Operational Expenses	--	--	--	--
<b>Total Expenses</b>	<u>27,351</u>	<u>179,689</u>	<u>140,575</u>	<u>10,941</u>
<b>Excess (Deficiency) of Support and Revenue to Expenses</b>	--	(5)	(101)	--
<b>Fund Transfers</b>				
Program Funds Considered Unrestricted	--	5	101	--
<b>Fund Balances - Beginning of Year</b>	--	--	--	--
<b>Fund Balances - End of Year</b>	<u>\$ --</u>	<u>--</u>	<u>--</u>	<u>--</u>

INSTITUTE FOR COMMUNITY ALLIANCES  
Combining Statement of Activities (Continued)

July 1, 2020 through June 30, 2021

Program Funds							
HUD Continuum of Care - Vermont	HUD Continuum of Care - Wisconsin	HUD Continuum of Care - Wisconsin EMP	HUD Continuum of Care - Madison	HUD Continuum of Care - Milwaukee	HUD Continuum of Care - Racine	HUD Continuum of Care - Wyoming	Emergency Solutions Grants Program
102,500	385,896	1,408,571	311,560	181,574	50,644	132,301	563,364
--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--
<u>102,500</u>	<u>385,896</u>	<u>1,408,571</u>	<u>311,560</u>	<u>181,574</u>	<u>50,644</u>	<u>132,301</u>	<u>563,364</u>
--	--	--	--	--	--	--	--
--	--	1,093,554	145,174	--	--	--	--
--	47,856	--	--	--	--	12,656	87,049
10,820	18,274	--	--	--	--	10,557	20,898
539	1,578	1,138	1,603	981	21	4,366	2,338
78,339	297,905	280,843	153,401	168,396	48,836	95,481	409,910
3,489	4,709	89	4,720	6,598	278	1,378	15,079
8,932	14,722	28,523	6,577	5,205	1,350	7,628	27,363
353	852	6,047	242	394	169	235	4,100
--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--
<u>102,472</u>	<u>385,896</u>	<u>1,410,194</u>	<u>311,717</u>	<u>181,574</u>	<u>50,654</u>	<u>132,301</u>	<u>566,737</u>
28	--	(1,623)	(157)	--	(10)	--	(3,373)
(28)	--	1,623	157	--	(10)	--	3,373
--	--	--	--	--	--	--	--
--	--	--	--	--	(20)	--	--

INSTITUTE FOR COMMUNITY ALLIANCES  
**Combining Statement of Activities (Continued)**

July 1, 2020 through June 30, 2021

	Program Funds			
	Emergency Food and Shelter (FEMA)	Housing Opportunities for Persons with AIDS	IEA ESGP/BOS Match Iowa	Projects for Assistance in Transition from Homelessness
<b>Support and Revenue</b>				
Government Grants and Contract Reimbursements	\$ 5,244	5,857	47,606	10,887
Other Grants and Contracted Services	--	--	--	--
User Fees and Licenses	--	--	--	--
Interest	--	--	--	--
Other Revenue	--	--	--	--
<b>Total Support and Revenue</b>	<u>5,244</u>	<u>5,857</u>	<u>47,606</u>	<u>10,887</u>
<b>Expenses</b>				
In-Kind	--	--	--	--
Supportive Services	--	--	--	--
Homeless Management Information System	--	237	3,515	452
Software - Support and Licenses	--	463	4,707	1,082
Equipment	--	1	319	79
Payroll and Staffing	--	5,176	31,944	8,286
Space Costs	--	19	2,743	308
Operations - Utilities, Office, Insurance, Travel	--	93	3,710	589
Administrative Costs	450	21	668	91
FEMA Contract	5,949	--	--	--
Depreciation	--	--	--	--
Other Operational Expenses	--	--	--	--
<b>Total Expenses</b>	<u>6,399</u>	<u>6,010</u>	<u>47,606</u>	<u>10,887</u>
<b>Excess (Deficiency) of Support and Revenue to Expenses</b>	(1,155)	(153)	--	--
<b>Fund Transfers</b>				
Program Funds Considered Unrestricted	1,155	153	--	--
<b>Fund Balances - Beginning of Year</b>	--	--	--	--
<b>Fund Balances - End of Year</b>	<u>\$ --</u>	<u>--</u>	<u>--</u>	<u>--</u>

INSTITUTE FOR COMMUNITY ALLIANCES  
**Combining Statement of Activities (Continued)**

July 1, 2020 through June 30, 2021

<u>Contracted Services</u>	<u>Institute Funds</u>		
	<u>Dean Wright Fund</u>	<u>Property and Equipment</u>	<u>Institute Administrative</u>
--	--	--	--
2,989,517	--	--	--
566,239	--	--	--
--	--	--	156
<u>197,381</u>	<u>8,135</u>	--	<u>16,581</u>
<u>3,753,137</u>	<u>8,135</u>	--	<u>16,737</u>
21,381	--	--	--
39,297	--	--	--
212,541	--	--	1,266
280,147	--	--	--
51,349	--	(28,823)	439
2,262,971	--	--	69,243
69,777	--	--	--
230,645	3,542	--	40,661
71,458	3,068	--	12,123
--	--	--	--
--	--	5,113	--
<u>165,658</u>	--	--	<u>58,865</u>
<u>3,405,224</u>	<u>6,610</u>	<u>(23,710)</u>	<u>182,597</u>
347,913	1,525	23,710	(165,860)
(365,207)	--	--	356,360
<u>113,725</u>	<u>14,698</u>	<u>2,918</u>	<u>762,757</u>
<u>96,431</u>	<u>16,223</u>	<u>26,628</u>	<u>953,257</u>

SEE INDEPENDENT AUDITOR'S REPORT

## INSTITUTE FOR COMMUNITY ALLIANCES

## Schedule of Expenses

Years Ended June 30,

	<u>2020</u>	<u>2019</u>
<b>Expenses</b>		
In-Kind		
Student Hours	\$ --	3,337
Space Costs	21,381	18,000
Supportive Services		
Coordinated Entry Case Management	162,675	173,947
WiBoSCoC Costs	1,093,554	--
Other	26,494	29,185
Homeless Management Information System		
Hosting	416,157	431,619
Custom Programming	27,443	70,097
Other	1,095	--
Software - Support and Licenses		
Support	71,041	214,956
Supporting Software	45,282	144,545
User Licenses	276,166	95,333
Equipment	47,922	20,323
Payroll and Staffing		
Salary	4,815,498	4,110,520
Taxes and Benefits	1,132,245	938,263
Space Costs	193,542	195,318
Operations		
Utilities	4,338	3,492
Telecommunications	70,534	72,012
Office Supplies	31,139	23,548
Software Licenses	52,003	23,960
Website Design and Maintenance	9,295	2,767
Equipment and Furniture	19,136	17,345
Technical Support and Repair	42,605	21,280
Printing	10,101	8,406
Postage and Delivery	3,480	3,172
Insurance	35,919	40,994
Meetings and Travel	251,422	314,332
All Staff Summit	7,617	--
Other Operations	--	16,463
Administrative Costs		
Contracted Staff	36,782	51,142
Professional Fees	67,699	58,186
Miscellaneous	3,068	34,356
FEMA Contract	5,949	3,750
Depreciation	5,113	3,089
Other Operational Expenses		
Bank Charges	3,024	3,158
Dues and Subscriptions	964	1,685
Interest	294	--
Miscellaneous	220,376	--
Total Expenses	<u>\$ 9,211,353</u>	<u>7,148,580</u>

SEE INDEPENDENT AUDITOR'S REPORT



**BOARD OF DIRECTORS**

**CHAIR** Brad Whipple

**DOMAIN** Health Foundation  
**OCCUPATION** The Iowa Clinic

**VICE-CHAIR** Megan Thibodeau

**DOMAIN** Education  
**OCCUPATION** Family Engagement – Des Moines Public Schools

**CEO/CORPORATE SECRETARY** David Discher

**DOMAIN** Non Profit/Funder  
**OCCUPATION** State Homeless Programs Coordinator - Retired

**TREASURER** Jill Villalobos

**DOMAIN** Health  
**OCCUPATION** Director of Operations and EHR Optimization - The Iowa Clinic

**DIRECTOR** Mike DeKock

**DOMAIN** Financial  
**OCCUPATION** CPA/Audit Manager, LWBJ

**DIRECTOR** Mark K. Phillips

**DOMAIN** Financial  
**OCCUPATION** Bank Iowa/Vice President, Treasury Management Services

**DIRECTOR** Rose Wazny

**DOMAIN** Government  
**OCCUPATION** Iowa Economic Development Authority - Retired

**DIRECTOR** Christal Wilson

**DOMAIN** Lived Experience/Domestic Violence/Substance Abuse  
**OCCUPATION** Outpatient Counselor - UCS Healthcare

**DIRECTOR** David Yurdin

**DOMAIN** Health Information/Special Populations  
**OCCUPATION** Clinical Director - The Project of Primary Healthcare

# Jesse Dirkman

---

**OBJECTIVE** Seeking to use data to help homeless services providers and community organizations drive decision-making, inspire positive change, and end homelessness

## RELEVANT EXPERIENCE

**Data Analyst, Institute for Community Alliances (Madison, WI)** March 2014 – present

- Produced annual reports and data dashboards on homelessness in Wisconsin and presented results to 100+ homelessness service providers throughout Wisconsin, 2013 - 2015
- Queried, analyzed, and evaluated data from the Wisconsin Homeless Management Information System (HMIS) database
- Created report templates for a variety of audiences: funders, HMIS system administrators, CoC boards and directors, agency administrators, etc.
- Collaborated with the Wisconsin Department of Children and Families in researching link between aging out of foster care and homelessness
- Provided quality assurance assistance to HMIS software vendor: submitted errors found in HUD-required reports and worked directly with vendor programmer to assist in creation of vendor reports
- Presented at National Human Services Data Consortium conferences (Fall 2014: Creating Reproducible Regional Progress Reports, Spring 2015: Forging Local Data Relationships – Lessons from Wisconsin Homeless & Foster Care Youth)

**National Homeless Data Fellow, Tableau Foundation** Fall 2015 – 2016

- Completed advanced training in Tableau software (data visualization and data dashboard software)
- Collaborated with 9 other HMIS data analysts and system administrators in an effort to create useful system performance dashboards for all Continuum of Care

**Research Analyst, Wisconsin Bureau of Supportive Housing (Madison, WI)** November 2013 – March 2014

- Developed electronic, printed and graphic portrayals of statistical data to convey the status of homelessness in Wisconsin
- Worked to maintain data quality and completeness

**Student Researcher, Research Experience for Undergraduates in Mathematics, (Milwaukee, WI)** Summer 2012

- Determined data necessary for analysis and gathered relevant data from a variety of sources
- Analyzed residential water usage in Wisconsin and explored the feasibility of predicting future usage as a for-profit venture or a supplement to conservation efforts
- Created multiple linear regression forecasting models utilizing MatLab and MySQL database software
- Communicated findings to peers and supervisors via a technical report, poster presentation, PowerPoint presentation, and blog post

**Intern, Milwaukee Homicide Review Commission, (Milwaukee, WI)** January-May 2012

- Maintained Access database cataloging non-fatal domestic violence incidents in Milwaukee, WI
- Conducted preliminary cross-tabulations on select variables using SPSS
- Worked to initiate database logging all Homicide Review recommendations and their statuses
- Attended homicide and domestic violence reviews with police and community leaders

## SKILLS/ COMPETENCIES

- Experience with database and reporting software including ServicePoint, Business Objects and Web Intelligence, Access, FileMaker Pro, MySQL, and Qlik
- Experience with MatLab, R, SPSS and SAS statistical software

## EDUCATION

**Honors Bachelor of Science Degree in Mathematics and Sociology**

May 2013

*Marquette University, Milwaukee WI, Cumulative GPA 3.8/4.0*

- Marquette University Honors Program, magna cum laude

## David Eberbach

---

### **Skill Summary:**

Successful management of growing multi-state non-profit organization. Partnering with a variety of stakeholders, including agencies, state and local governments and federal partners. Knowledgeable of key concepts, rules, regulations and fundamentals of both HMIS implementation and operation. Experience includes report design/ development and group facilitation as well as client, agency and community partner engagement.

### **Professional Experience:**

Institute for Community Alliances  
Executive Director  
Des Moines, Iowa  
2014-Present

*Primary duties include oversight of growing 501(c)3 non-profit organization, managing 19 staff members and operations across four states. Successfully partnering with various stakeholders to meet the organization's goals. Experience applying for and managing federal and state funding streams.*

Institute for Community Alliances  
Associate Director  
Des Moines, Iowa  
2004-2014

*Primary duties include oversight of two successful HMIS implementations, management of a staff of eight and partnering with four Continua of Care.*

Human Service Planning Alliance  
Data Warehouse Manager/Researcher  
Des Moines, Iowa  
2000-2004

*Primary duties included development of a community data warehouse system, negotiating data sharing agreements and production of varied reports and geo-mapped projects for community partners.*

Iowa Institute for Community Alliances  
Project Director  
Des Moines, Iowa  
1994-2000

*Primary duties included state/federal grant management and grant compliance monitoring for approximately 120 homeless and housing agencies. Additional duties included management a small loan program in partnership with CAP agencies and oversight of Homeless and housing agency data collection efforts for the State of Iowa.*

Home Opportunities Made Easy, Inc (HOME, Inc.)  
Housing Counselor/Case Manager

Des Moines, Iowa  
1989 - 1994

*Primary Duties included providing information to landlords and tenants to avoid evictions, case management for select home ownership clients, and homeless prevention/shelter diversion services for imminently homeless clients. Other duties included advocacy for Fair Housing issues at the city and state level.*

**Education Summary:**

Grinnell College -  
BA degree in Sociology

Grinnell, Iowa  
1985 - 1989

# JULIE A. BEVINS-EBERBACH

## OBJECTIVE

A challenging position which provides an opportunity to utilize my demonstrated experience in effective implementation of homeless and low income housing programs in a dynamic and changing environment.

## EXPERIENCE

Iowa Institute for Community Alliances

Des Moines, IA

*Associate Director*

2000 – Present

- Directed all grant administration for the Homeless Assistance Programs for the State of Iowa on behalf of the Iowa Department of Economic Development and the Iowa Finance Authority.
- Directed the creation and implementation of the Homeless Management Information System for the State of Iowa encompassing 140 homeless and supportive service agencies and utilized by over 450 end users.
- Performs agency monitoring to ensure progress towards Federal and State program performance outcomes for the Emergency Shelter Grant Program and Homeless Shelter Operations Grant Program, as well as the Homeless Management Information System and the Housing Opportunities for People With AIDS/HIV.
- Responsible for monitoring and commenting on all applicable federal and state administrative rules and regulations related to homeless and housing policy and local agency compliance.
- Contributing author for the Continuum of Care (Supportive Housing Program) grant application for the Des Moines/Polk County continuum. Since assuming this responsibility, the grant application achieved the highest competitive scores in its history which provided for funding of new transitional and permanent supportive housing programs.
- Contributing author for the Continuum of Care (Supportive Housing Program) grant application for the Iowa Balance of State and Sioux City/Dakota County Continuum of Care.
- Contributing author of the Consolidated Annual Performance and Evaluation Report of Iowa's Housing Opportunities for People With AIDS/HIV projects.
- Direct data collection implementation effort and on-going performance reporting on behalf of the State of Iowa's Homeless Prevention and Rapid Rehousing program.

United Church of Christ - Congregational

Grinnell, IA

*Supervising Church Administrator*

1997 – 2000

- Lead staff liaison to the church's Board of Trustees; supervised all facility management, physical plant needs and budget concerns.
- Directed administrative support to the church's clergy staff and Christian education staff, including correspondence, data base management, composition and production of program materials.

**JULIE A. EBERBACH – PAGE 2**

Alzheimer's Association - Iowa Golden Chapter Grinnell, IA  
Branch Office Manager/Iowa Public Policy Coordinator 1994 – 1997

- Executed set-up of the Iowa Golden Chapter's first "branch office" in a 24 county service area. Coordinated all local services including family support groups, community based volunteer respite care program, in-service training and community education programs.
- Directed the public policy planning and programming for the Iowa Coalition of Chapters. This project was part of a public policy demonstration project funded the Alzheimer's Association's Public Policy Division in Washington DC.

**ACHIEVEMENTS/ACCOMPLISHMENTS**

National U.S. Department of Housing and Urban Development Achievement Awards

- 2006 "Effective Strategies Award" for HMIS Administration
- 2006 - 2009 "Annual Homeless Assessment Report Quality Participation Recognition"
- 2008 "Annual Homeless Assessment Report All-Stars Award"

Conference Presentations

- National Human Service Data Consortium – annual national training conference
- Council Of State Community Development Agencies – annual homeless programs training
- National Alliance to End Homelessness – national annual meeting
- Housing Iowa Annual Conference of the Iowa Finance Authority

Relevant Leadership

- Board of Directors, National Human Services Data Consortium 2004 – Present
- Vice-Chair/Treasurer, National Human Services Data Consortium 2007 – Present

**EDUCATION**

Iowa Conference United Church of Christ Des Moines, IA  
 • Certification for Licensed Ministry – Conferred June 2001 1999 – 2001  
 • Serves the Iowa Conference as "Open and Affirming" Liaison

University of Iowa Iowa City, IA  
 • Major field of study – Journalism, Political Science 1976 – 1978

Grinnell – Newburg Community High School Grinnell, IA  
 • Foreign Exchange (1975) Aarhus, Denmark 1973 – 1976

**INTERESTS**

Hiking, camping, skiing, bicycling, sailing, gardening

## Kimberly S. Grandstaff

### Education:

2006	William Penn Degree: Associates of Arts Major: Business Management	West Des Moines, IA
1991	Hamilton's Business College Degree: Certificate Major: Secretarial Specialist	Des Moines, IA

### Computer Skills:

Proficient in the use of Mas90, Quickbooks, Microsoft Word, Excel, Access, PowerPoint, Outlook, and Internet. Also, basic knowledge of Servicepoint.

### Experience:

Iowa Institute for Community Alliances, Administrative Assistant/Grant Administrator, 2005 – present

- Instrumental in the daily functioning of the office: answer phones, filing, mailing and assists office staff with various duties.
- Grant administration for various grants; such as SHP, HPRP, HOPWA, ESG/SAF, Disaster.
- Bookkeeping for all grants; includes payroll, A/P, A/R and budget reports
- Provides support to providers; such as password resets, basic Servicepoint questions, Grant regulations, etc.

Keystone Electrical Manufacturing Company, Office Administrator, 1991 – 2005

- Instrumental in the daily functioning of the office: answering 6 phone lines, preparing documentation for shipments, verifying time-clock data, opening and distributing mail, and filing.
- Provide support to the accounting, quoting, engineering, and purchasing departments.
- Professionally interact with other team members, customers, and vendors.
- Compile weekly production reports and distribute to senior staff.
- Process Payroll for 45 employees.
- Document various job processes for training purposes.
- Reconcile payroll bank statements monthly.

- Prepare all company quarterly tax reports.
- Professionally assist Controller and external auditors during year-end audit.
- Provide assistance to Controller in monthly closing process.
- Maintain accurate employee records.
- Instrumental in provide basic accounting backup in the areas of AR, AP, Payroll, Job Costing, and General Ledger while the controller was on maternity leave.

# Robyn D. Malchanoff

## SUMMARY OF QUALIFICATIONS

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Highly motivated professional with organizational and problem-solving skills. Proficient manager routinely overseeing and supervising staff. Skilled communicator adept at presenting complex information with clarity, with regular highly positive performance evaluations. Leadership certified.

## AREAS OF STRENGTH

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- |                          |                  |                              |
|--------------------------|------------------|------------------------------|
| • Policy analysis        | • Organized      | • MS Office                  |
| • Interpersonal Skills   | • Self-Motivated | • Team Leadership            |
| • Flexible and Adaptable | • Collaborative  | • Intelligent and passionate |

## WORK EXPERIENCE

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Institute for Community Alliances  
System Administrator

June 2019-Present

- Provide training and technical support to partner agencies and end users to ensure proper use of the HMIS.
- Assist partner agencies with HMIS-related federal regulations and data standards.
- Review system data quality regularly and conduct related training as needed.
- Act as a liaison between ICA, partner agencies, municipality and borough staff, and other community stakeholders.
- Coordinate and monitor all changes to the database resulting from revisions to HMIS Data Standards and other HUD rules and regulations.
- Maintain current knowledge of homeless assistance programs and related initiatives.

Department of Health and Human Services, Portsmouth NH  
Family Service Specialist II

April 2016 – June 2019

- Interview clients in person and on the phone using interactive interviewing techniques.
- Evaluate complex case information to make an accurate determination of eligibility across all programs and services of applications in a timely and accurate manner.
- Assist staff with workload assignments, including locating resources, interpretation of policy, and answering client questions.
- Apply complex and changing federal and state policy to all cases to ensure consistent processing of eligibility.
- Act in the capacity of the District Office Supervisor in their absence.

Big Brothers Big Sisters, Portsmouth NH  
Match Support/Volunteer Coordinator

February 2015-March 2016

- Provide support for volunteers, children and families through monthly meetings.
- Thoroughly document the progress of matches and address questions and concerns.
- Foster and maintain relationships with community partners and programs.
- Coordinate several aspects of programs such as organizing events, scheduling, interviewing, and reference checking.
- Establish and conduct volunteer training.

#### EDUCATION AND TRAINING

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Bachelor of Science in Sign Language Interpretation  
University of New Hampshire, Manchester, NH  
Minor in Psychology

May 2010  
GPA: 3.7

New Hampshire State Supervisor Certified

December 2018

~ Karina Olson McNamara ~

**Institute for Community Alliances, June 2019 - Present**

**HMIS System Administrator, June 2019 - Present**

- Provide training and technical support to partner agencies and end users to ensure proper use of the HMIS
- Work with other ICA staff to develop and update training materials
- Work closely with partner agencies to clean up data issues and improve data quality
- Assist the Continua of Care with system performance measures and program outcome reporting as well as the Coordinated Entry process
- Create and revise forms and other tools to ensure compliance with U.S. Department of Housing and Urban Development (HUD) regulations
- Collaborate with community partners and act as a liaison between ICA, partner agencies, municipality and borough staff, and other community stakeholders
- Coordinate and monitor all changes to the database resulting from revisions to HMIS Data Standards and other HUD rules and regulations
- Ensure that the HMIS accurately reflects regional programs
- Work with fellow ICA staff to maintain and update the HMIS Policies & Procedures Manual
- Analyze data for internal reporting and monitoring purposes
- Collaborate with the project team, ICA colleagues, and external stakeholders on report design, development, quality assurance, delivery and support
- Create, maintain and update report templates and custom reports for use by ICA, HMIS stakeholders, and the broader community

**Upper Valley Haven, June 2010 – June 2019**

**IT and Database Manager, June 2015 – June 2019**

- Lead and managed a team of 12 cross-departmental staff in creating a system to answer phones; used data collected, reported, analyzed and use to suggestion system improvements
- Led several data clean-up projects and created checks to ensure that data is entered accurately into HMIS/ServicePoint
- Generated program reports for private and government funding
- Supervised a part-time staff member
- Created a system for tracking and reporting Seasonal Shelter guests and utilization
- Supported and provided on-going training of 15 staff members in the program database (ServicePoint)

~ Karina Olson McNamara ~

- Created and updated data collection forms and flow charts for Service Coordinators
- Associate Director of Development & Communications, June 2012 – June 2015**
- Analyzed donations and donor information to improve and target communications/ solicitations and compiled fundraising reports
  - Managed the conversion of the fundraising database (from Fundraiser to Blackbaud's Raiser's Edge)
  - Redesigned the Haven's website to be responsive and more user friendly

**Development Associate, June 2010 – June 2012**

- Created & implemented the fundraising strategy in partnership with the Development Director from 2010 to 2015, which raised \$2.3 million in 2015
- Managed 10,000+ active donor records in development databases, Raiser's Edge and FundRaiser, including all gift processing
- Managed logistics, volunteers & communications associated with public and private fundraising and stewardship events

**Additional Qualifications:**

- Strong problem-solving skills
- Organized, creative, hardworking and self-motivated
- Strong written and oral communication skills
- Demonstrated leadership capabilities
- Proven ability to work independently and with a team
- Comfort and enthusiasm in creating systems and processes that improve efficiency
- Proven willingness and desire to expand knowledge and skills to benefit the organization

**Technical Skills:**

**Proficient in:**

All Microsoft Office programs  
ServicePoint  
HelpScout  
Wordpress

**Growing knowledge of:**

SQL  
HTML  
Admin portal of Office 365  
SAP BusinessObjects Web Intelligence (2010 version)

**Education:**

**BA, Political Science and International Affairs, Minor in Spanish: University of New Hampshire, graduated with Honors**  
**University of Granada, Spain: September 2006 - May 2007**

References available on request.

# Meghan Morrow Raftery

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## Experience

### **Institute for Community Alliances - HMIS Manager South Burlington VT 11.2015-Present**

- Manages and updates the New Hampshire Homeless Management Information System (HMIS)
- Act as a liaison between ICA, partner agencies, state and local funders, Continuums of Care, and software vendor to facilitate effective collaboration and resolve issues affecting the HMIS
- Actively participates in the HUD recognized Continuums of Care and subcommittees
- Supports the Continuum of Care Coordinated Entry process
- Monitor the usage of agency partnership agreements, data sharing agreements, and other HMIS governance documents
- Submits Continuum of Care data for required HUD reporting – PIT, HIC, SPM and LSA
- Provides training and technical support to partner agencies and end users to ensure proper user of the HMIS
- Supports grant application process as appropriate
- Maintains current knowledge of homeless assistant programs and related initiatives
- Oversees statewide and local level reporting
- Create and revise tools to ensure compliance with US Department of Housing and Urban Development (HUD) regulations
- Assist with outreach and professional relationship development with agencies, businesses, and individuals to expand the use and effectiveness of the HMIS
- Facilitate coordination between System Administration and Reporting Evaluation Teams
- Analyzes data for internal reporting and monitoring purposes
- Coach, mentor, and supervise System Administrators
- Participates in the development of position descriptions and creates employment ads
- Interviews and effectively participates in the hiring of staff
- Developed training for new staff

### **Vermont Veteran Services at UVM-Program Assistant Burlington VT 7.2013-10.2015**

- Monitor data entered in HMIS and correct data errors
- Train staff and subcontractors to ensure proper use of HMIS
- Collaborate with HMIS Administrator on VA data quality repository reports
- Participate in program outreach meetings and collection of outreach data using Quickbase
- Run HMIS reports for internal reporting and VA repository upload
- Pre-screen potential applicant for preliminary eligibility, document initial client needs and record screening in HMIS
- Refer ineligible applicants to non-SSVF services
- Communicate with program partners, Department of Veterans Affairs, shelters and other community programs
- Collect and record veteran and referral information in HMIS
- Track and report monthly screening and referral numbers from HMIS
- Work closely with program management to create program policy and procedures
- Monitor all program communications, data quality and program document revisions
- Stay up to date on current SSVF program policies and procedures
- Coordinate and organize outreach events, meetings, and trainings with subjects that benefit the VVS target audience and staff. Act as liaison for all event, meeting and training attendees
- Point of contact for all staff IT, HR, office questions and concerns

## Education

SUNY Oneonta-B.S. Oneonta NY

5.2006

## Trainings and Certifications

<i>Family Support, Culture and Disability</i>	12.2013
<i>Housing First Training</i>	7.2013
<i>Veteran Informed</i>	7.2013
<i>ServicePoint HMIS Training</i>	2013-2019
<i>Quickbase Webinars</i>	2015
<i>Making Systems Talk: HMIS and Data Tracking- NCHV Conference Washington D.C.</i>	5.2015
<i>Bowman Systems: Bootcamp 2016</i>	4.2016
<i>National Alliance to End Homelessness Conference</i>	7.2016
<i>Mediware Customer Conference 2017</i>	8.2017
<i>HMIS Lead and System Administrator HUD Webinars</i>	2017- 2019
<i>PATH HMIS Learning Sessions Webinars</i>	2017- 2019
<i>Community Solutions Built for Zero</i>	2018, 2019

## Skills

Proficient with ServicePoint HMIS, MS Word, Power Point, Excel, Publisher and Outlook, Datatrak, Filemaker, Quickbase, Mac user, ACT! Program, RDP (Resort Data Program), HUD Data Exchange, SAGE  
Skiing, Equestrian, Travel, Tennis, Art, Literature, Music

Cheryl J. Powell Micetich

1

## Cheryl J. Powell Micetich

### OBJECTIVE:

- A position to utilize my extensive customer service, accounting, human services and administrative office skills to contribute to greater office efficiency and productivity of the organization

### EDUCATION:

Kaplan University, Urbandale, Iowa Current  
**Masters of Science – Management & Leadership** **CGPA: 4.0**  
Relevant coursework: *Management Theories, Leadership Theories, Human Resource Strategies, Organizational Excellence*

Kaplan University, Urbandale, Iowa August 2014  
**Advanced Bachelors: Business Administration** **CGPA: 4.0**  
*Summa cum laude*  
Relevant coursework: *Software applications, Communication, Human Resources, Marketing Management, Corporate Finance, Management Policy*

Kaplan University, Urbandale, Iowa November 2012  
**Associate of Applied Science: Business Administration** **CGPA: 3.98**  
*Summa cum laude*  
Relevant coursework: *Microsoft Office Suite, Communication, Accounting, Ethics, Project Management*

American Institute of Business, Des Moines, Iowa  
**Legal Secretarial Degree**

### ADDITIONAL TRAINING/EXPERIENCE:

- Microsoft Office User Specialization Certification (MOUS)
- Banner / Regent Enterprise Management Software
- Advanced Computer Applications (Word, Excel, PowerPoint, Access)
- Legal Research and Writing / Business Law
- Business Management and Leadership Theories/ Marketing
- Accounting/ Payroll / Inventory Control
- Operational Director for web-based B2B
- Customer Service / Interpersonal Communication Skills

Cheryl J. Powell Micetich

2

## **PROFESSIONAL EXPERIENCE:**

### **Church Administrator**

**2017 to 2019**

Faith Lutheran Church, Urbandale, IA

- Provide confidential support, including operational, administrative, and clerical, to the Senior Pastor, Council, boards and lay staff.
- Maintain and coordinate the master calendar and ensure the efficient use of the building resources. Serve as the contact person for community groups who use the church buildings.
- Coordinate the volunteer staff.
- Prepare all weekly worship documents and bulletins including weekly newsletter and electronic newsletter for all members
- Preparing semiannual congregational reports, annual report to the ELCA, and pastors' reports.
- Processing transfers of new and terminating members.
- Provide assistance to the pastors by scheduling of appointments, answering correspondence, and assisting with parishioners' needs.
- Maintain official parish records (births, baptisms, deaths, and weddings) and prayer book.
- Maintain parish database and membership records and provide all necessary reports to the Church Council and the congregation.
- Operate and evaluate the equipment necessary to efficiently operate the office of Faith Lutheran Prepares semi-annual congregational reports, annual report and pastors' reports

### **Non-Profit Treasurer**

**2017 to 2019**

Windsor Park Homeowners Association/Windsor Heights, IA

- Assisted in the preparation of the annual budget and its presentation to the board for review
- Prepared the appropriate monthly or quarterly financial statements to be reviewed by the board
- Assisted the board in regularly monitor of the organization's financial performance and alert it to any important discrepancies between planned and actual figures
- Ensured that the organization maintained the appropriate financial books and records and that are accurate and up-to-date
- Prepared that government tax filings and remittances are submitted on a timely basis
- Prepared payroll and other liabilities in a timely manner
- Maintained all accounts receivables and accounts payables monthly for review by the Board
- Provided support and assistance to all board members to achieve the goals and vision of the organization.

Cheryl J. Powell Micetich

3

**Financial Aid Officer/Student Finance Advisor**

Kaplan University, Urbandale, IA

**2011 to 2017**

- Interpretation and compilation within federal, state, and institutional policies to counsel students regarding available funding options, eligibility, and procedures.
- Monitor and track students from enrollment to graduation with financial aid funding and grant eligibility.
- Counsel potential and existing students regarding applications, financial benefits aid policies, costs, borrower rights and responsibilities. Conduct financial aid literacy presentations.
- Facilitate and train new team members within the department.
- Coordinate with department members to balance responsibilities for compliance with federal requirements.
- Review and maintain working knowledge of compliance issues within government regulations and prepare summary for other team members
- Accountability to Director of Finance and Campus President weekly regarding status of each student's financial aid packaging.
- Schedule appointments to ensure understanding of student lending, warrant financial aid covers tuition & related charges.
- Act as a liaison for students regarding other inquiries pertaining to their enrollment.

**Financial Aid Assistant – Student Loan Coordinator**

Truman State University, Kirksville, MO

**2008 to 2011**

- Coordinate processing of Stafford, PLUS and alternative student loans from receipt of application to disbursement of funds.
- Ensure compliance with Federal regulations.
- Analyze and determine loan eligibility for each student based upon academic progress.
- Reconciliation of institution bank accounts for student loan funds through Business/Finance Department.
- Update policies and procedures relating to federal student loan eligibility for incoming students and parents.
- Interview and supervise student work study students within department.
- Act as liaison for students regarding inquiries pertaining to student loan funding.

**Office Manager**

Hospice of Northeast Missouri, Kirksville, MO

**2007-2008**

- Overall planning, coordination and management of business and financial affairs for Non-profit organization that served seven rural counties in Northeast Missouri.
- Coordinate patient billing, claims adjustments and submission to insurance and federal agencies
- Accounts payable and accounts receivable/inventory control/retention for medical & office supplies.
- Board of Directors meetings – financial reports, board minutes, statistical reports.
- Coordinate patient medical records and ensure compliance for third party payers.
- Correspondence and monitoring for volunteers and ministry staff.

Cheryl J. Powell Micetich

4

**Director of Operations**

P.R. Interval Enterprises, LLC, Kirksville, MO

**2005-2011**

- Ensured all financial and marketing targets were met as approved by owners
- Review all work practices and drive business to increase profits
- Operated within the company's mission statement
- Hiring, supervision of all employees
- All financial responsibilities – Payroll, A/R, A/P, Inventory, Financial auditing
- Marketing and advertising promotions

**Project Support/Analysis Administration**

Octagon Information Services/

(Contracted w/ Wells Fargo Home Mortgage)

**2003-2005**

- Provided administrative and logistical support to Project Manager for hardware/software upgrade for Home Mortgage division
- Assisted in preparing for meetings and workshops including coordination of calendars, agendas, meeting minutes, technical briefing materials, travel arrangements, facility support, and summary of evaluations
- Prepared weekly reports, information, memorandums, email and other documents as requested
- Research technical content and production; provide support for policies and procedures
- Preparation and editing, reviewing, monitoring and facilitating documents for project-wide dissemination and release
- Communicated with internal and external customers with feedback for recommendations and solutions in reference to project management endorsements

**References upon request.**

**Adam L. Smith**

**EMPLOYMENT**

**July 2006-Present** *HMIS Director, State of Wisconsin/Institute for Community Alliances*

- Responsible for administration and oversight of statewide Homeless Management Information System for State of Wisconsin, State of Vermont, New Hampshire, and Winnebago/Boone/DeKalb Counties in Illinois

**August 2002-July 2006** *Certified Part-time Instructor, Madison College.*

- Responsible for teaching of Social Science degree credit class at MATC-Portage campus.

**May 2002-July 2006** *Development and Public Relations Director, Porchlight, Inc.*

- Responsible for media relations, including education of the public about housing and homelessness issues, agency programs and services, and related activities.
- Responsible for research and writing of grants, both public and private, as well as development of strategies for maintaining and increasing agency donor base.
- Responsible for oversight and implementation of Wisconsin Service Point for agency and Dane County Continuum of Care through role as Provider Group Administrator.
- Responsible for internal program evaluation.

**February 2002- March 2005** *Trainer, Center for Career Development and Employability Training, University of Wisconsin-Oshkosh*

- Wrote and developed housing training curriculum for use by the Department of Workforce Development, Division of Workforce Solutions.
- Conducted Enhanced Case Management housing trainings for Human Services and W-2 Agency staff throughout the State of Wisconsin as part of a contract agreement with the Department of Workforce Development, Division of Workforce Solutions.

**September 2001-February 2002** *Homeless Intervention and Prevention Unit Supervisor, Central Wisconsin Community Action Council, Inc.*

- Provided oversight to State, Federal, and Local grants and programs, such as HUD Continuum of Care, State Community Reinvestment, and local United Way Grants.
- Supervised staff in five counties, including Adams, Columbia, Dodge, Juneau, and Sauk.
- Prepared reports, budgets, and contracts for agency programs.

**March 2001-May 2002** *Agency Planner, Central Wisconsin Community Action Council, Inc.*

- Responsibilities included research and development of grants and programs to serve low-income persons in the fields of housing and homelessness, employment and training, and family development. Examples included State Local Housing Organization Grant, State Shelter Subsidy Grant, the Community Services Block Grant, and a TANF RFP.

**April 1999-September 2001** *Homeless Program Case Manager, Central Wisconsin Community Action Council, Inc.*

- Provided case management for homeless individuals and families via the state sponsored HUD Continuum of Care Program and Community Reinvestment case management for labor force participation in Columbia County.

## **EDUCATION**

BA, Political Science and Sociology, University of Wisconsin-Madison.

## CHERTINA N. WALKER

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**EDUCATION: Bachelor of Science in Sociology**

Minor: Criminal Justice  
Overall G.P.A 3.0/4.0  
Keene State College, Keene, NH

**TRAINING/SKILLS**

Motivational Interviewing  
Mental Health First Aid  
Electronic Health Records  
Microsoft Office

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**RELATED EXPERIENCE****Institute for Community Alliances**

New Hampshire

December 2019- Present

*HMIS System Administrator*

- Provide training and technical support to partner agencies and end users to ensure proper use of the HMIS
- Support the Continua of Care Coordinated Entry process.
- Create and revise forms and other tools to ensure compliance with U.S. Department of Housing and Urban Development (HUD) regulations.
- Act as a liaison between ICA, partner agencies, municipality and borough staff, and other community stakeholders.
- Maintain current knowledge of homeless assistance programs and related initiatives.
- Coordinate and monitor all changes to the database resulting from revisions to HMIS Data Standards and other HUD rules and regulations.
- Monitor participation agreements, client consent forms, interagency sharing agreements, system-user agreements, and user code of ethics policy.

**Seacoast Mental Health Center**

Exeter, NH

February 2018- December 2019

*Outreach Specialist/Case Manager*

- Coordinating services and providing direct support, advocacy and assertive outreach to adults with mental illness.
- Assess the case management needs for clients while completing an assessment of needs and connections to services in the community including, but not limited to housing, department of health and human services and social security administration.
- Experience working with systems, behavior management strategies, and work well with a treatment team.
- Provide timely documentation on each service delivered in an electronic health records system.
- Provide individual care plan development using SMART goals, crisis management planning, crisis intervention, assessments, referrals and monitors service delivery.
- Provides outreach, advocacy, resource identification, referral, mobilization, linkage, monitoring and coordination of services activities.

**Workplace Success**

Manchester, NH

July 2017-February 2018

*Program Specialist*

- Teach/facilitate classes in job readiness, job search, job skills training directly related to employment.
- Facilitating participants' engagement with the use of other community resources, while assisting participants in resolving obstacles to participation that may arise during his/her attendance in the WPS.
- Communication with the NHEP Employment Counselor to address any client barriers to employment requiring support services and/or to address any remedial action or sanctions needed to cure client behavior or performance issues in the WPS.
- Adhere to the Division of Family Assistance & Community Action Code of Ethics.

**Big Brothers Big Sisters of NH**

Manchester, NH

April 2015- March 2017

*Special Programs Coordinator*

- Provide support for volunteers, children and families through monthly meetings.
- Thoroughly document the progress of matches including updates and safety.
- Address questions or concerns and provide follow up with matches and their families.
- Foster and maintain relationships with community partners and programs such as Comcast Cable, CCA Global Inc., 21st Century and various elementary and middle schools.
- Work as a liaison between community partners, Big Brothers Big Sisters and school system.
- Coordinate several aspects of programs such as organizing special events, training, scheduling, interviewing, reference checking, and pairing matches.

Staffing		Annual Salaries	Annual Benefits	Total Salary & Benefits	NEW HAMPSHIRE	FTE
HMIS Manager	Meghan	\$ 65,000.00	\$ 15,646.06	\$ 80,646.06	\$40,323.03	50%
System Admin #1	Chertina Walker	\$ 52,500.00	\$ 13,450.05	\$ 65,950.05	\$65,950.05	100%
System Admin #2	Robyn MalChanoff	\$ 52,500.00	\$ 13,970.49	\$ 66,470.49	\$71,490.36	100%
System Admin #3	Karina McNamara	\$ 54,600.00	\$ 7,606.98	\$ 62,206.98	\$0.00	0%
System Admin #4	Louise Masterson	\$ 52,500.00	\$ 13,570.05	\$ 66,070.05	\$0.00	0%
Data Analyst & Reporting	Jesse Dirkman	\$ 73,000.00	\$ 16,210.86	\$ 89,210.86	\$4,460.54	5%
HMIS Director	Adam Smith	\$ 88,500.00	\$ 20,262.25	\$ 108,762.25	\$10,876.23	10%
Executive Director	Dave Eberbach	\$ 139,138.00	\$ 28,991.96	\$ 168,129.96	\$1,681.30	1%
Associate Executive Director	Julie Eberbach	\$ 120,186.00	\$ 31,624.93	\$ 151,810.93	\$6,072.44	4%
Fiscal Operations Manager	Kim Grandstaff	\$ 76,000.00	\$ 19,645.88	\$ 95,645.88	\$3,825.84	4%
Administrative & Fiscal Assistant	Cheryl Powell-Micetich	\$ 43,000.00	\$ 22,515.50	\$ 65,515.50	\$2,620.62	4%
					<b>\$207,300.40</b>	

\*Could potentially help on contract  
\*Could potentially help on contract



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

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MAC

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF ECONOMIC & HOUSING STABILITY**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a sole source agreement with Institute for Community Alliances (Vendor #301842-B001), 1111 – 9th Street, Suite 380, Des Moines, IA 50314, in an amount not to exceed \$453,354, for the operation and maintenance of the New Hampshire Statewide Homeless Management Information System to be effective upon the date of Governor and Executive Council approval through June 30, 2021. 52% Federal and 48% General Funds.

Funds are available in the following accounts in State Fiscal Year 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class/Object	Class Title	Job Number	Amount
2019	102-500731	Contracts for Program Services	TBD 1	\$39,570
2020	102-500731	Contracts for Program Services	TBD 1	\$21,000
2021	102-500731	Contracts for Program Services	TBD 1	\$21,000
			<b>Sub Total</b>	<b>\$81,570</b>

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class/Object	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD 2	\$140,474
2021	102-500731	Contracts for Program Services	TBD 2	\$11,706
			<b>Sub Total</b>	<b>\$152,180</b>

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM;**

State Fiscal Year	Class/Object	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD 3	\$109,802
2021	102-500731	Contracts for Program Services	TBD 3	\$109,802
			<b>Sub Total</b>	<b>\$219,604</b>
			<b>Grand Total</b>	<b>\$453,354</b>

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

### EXPLANATION

This agreement is **sole source** because HUD requires HMIS grant funds to be utilized exclusively through a single, established, State Sponsor Agency capable of maintaining consistent, statewide services for over thirteen thousand (13,000) individuals annually. The knowledge, training, and licensing required to perform this role are so specialized that only this vendor, the sole nationwide HMIS lead agency that offers vital, in-state support, is capable of serving as the Sponsor Agency.

The purpose of this request is to secure contracted services required for the operation of the New Hampshire Homeless Information System (HMIS) through June 30, 2021. The previous contractor, for the past eight years, formally announced on June 11, 2018 they will no longer provide HMIS services to the State beyond the term of their current contract. The Bureau of Housing Supports (BHS) consulted with the Technical Assistance Collaborative, U.S. Department of Housing and Urban Development (HUD) approved technical assistance provider, and found the proposed new contractor, a nationwide non-profit, who is the lead HMIS provider for over thirty other Continua of Care across the country and is the only nationwide HMIS lead agency that offers in-state support. The new contractor will use the same HMIS program, hardware and software platforms as the previous HMIS provider, as well as having the same contract provisions bound by the same federal and state guidelines.

The New Hampshire Department of Information Technology (DoIT) has reviewed the proposed contract #2019-026, as posted on July 19, 2018, and has issued a DoIT approval letter which is included with this agreement package. The web-based HMIS is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality. This is the only HMIS project funded by HUD in New Hampshire and is consistent with the centralized, statewide architecture developed under HUD guidance and adopted by the New Hampshire Continuums in 2002.

Alternatives to contracting these services could include utilizing funds from local community organizations such as emergency homeless shelters, however this would result in a decentralized data system that could only be supported in regions able to accrue necessary local funds for software and services. Another option is to build an in-house system using DoIT staff. When considered, it was determined that DoIT lacked the resources to create such a system.

The web-based HMIS provides value to the Department through improved capacity to measure and serve homeless populations while ensuring federal regulatory compliance. Collateral project goals are to use HMIS software to improve housing service resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs. An additional benefit is improved coordination of essential services and supports that address homelessness.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Should the Governor and Executive Council determine not to approve this request, New Hampshire homeless shelters and permanent and supportive housing and outreach programs, which currently receive federal funding, may not be able to utilize the federally mandated HMIS and, therefore, may no longer be eligible to receive that federal funding. This could impact the operational capacity of many community programs supporting the homeless as well as possibly eliminating many full-time jobs.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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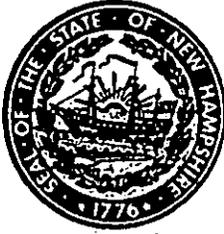
Source of Funds: 52% Federal Funds from the U.S. Department of Housing and Urban Development, Continuum of Care and Emergency Solutions Grant Programs, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Numbers (CFDA) #14.267 and 14.231 and 48% General Funds.

Area Served: Statewide.

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

Respectfully submitted,

  
Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

March 11, 2019

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** agreement with Institute for Community Alliances (ICA) of Des Moines, IA 50314 (Vendor #301842-B001) as described below and referenced as DoIT No. 2019-026.

This is a request to enter into a **sole source** contract to secure services for the operation of the New Hampshire Homeless Information System (HMIS). The previous contractor, for the past eight years, formally announced they will no longer provide the services beyond their present contract. Bureau of Homeless and Housing Services consulted with the Technical Assistance Collaborative, US Department of Housing and Urban Development (HUD), found the proposed new contractor, a nationwide non-profit, who is the lead HMIS provider across the country and is the only nationwide HMIS lead agency that offers in-state support.

The amount of the contract is not to exceed \$453,354.00, and shall become effective upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2021.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck  
DoIT #2019-026  
cc: Bruce Smith, IT Manager, DoIT

Subject: Continuum of Care, Homeless Management Information System, SS-2019-BHS-03-HMIS

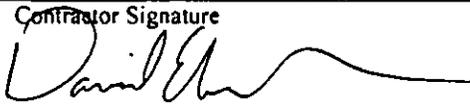
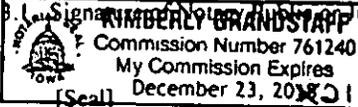
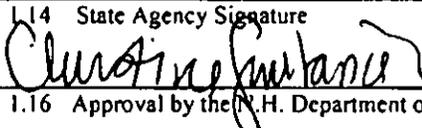
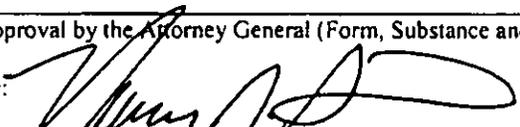
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Institute for Community Alliances		1.4 Contractor Address 1111 - 9th Street, Suite 380 Des Moines, IA 50314	
1.5 Contractor Phone Number 515-246-6643	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$453,354
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Eberbach, Executive Director	
1.13 Acknowledgement: State of Iowa, County of Polk  On 3/7/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly Grandstaff, Fiscal Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanillo, DEHS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 3/11/2019			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JE  
Date 3-7-19



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit A**

**SCOPE OF SERVICES**

**1. Provisions Applicable to All Services:**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for the Homeless Management Information System (HMIS) as approved by the U.S. Department of Housing and Urban Development (HUD) and by the New Hampshire Bureau of Housing Supports (BHS), Division of Economic and Housing Stability (DEHS), Department of Health and Human Services (DHHS), hereafter referred to as the State, and any federal requirements applicable to HMIS under the Continuum of Care (CoC) or Emergency Solutions Grant (ESG) programs, or other federal programs requiring HMIS participation.
- 1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State relative to the CoC program are contingent upon receipt of federal funds under the CoC Grant. The State has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
- 1.6. For the purposes of this agreement, the Department has identified Institute for Community Alliances as a "Contractor" in accordance with 2 CFR 200.0. *et seq.*

**2. Scope of Services:**

- 2.1. The Contractor shall provide data base management services for the HMIS that is used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- 2.2. The Contractor shall provide database management activities as outlined and identified as the "HMIS Lead Org" in, but not limited to, the NH HMIS Governance Model June 2018, and as amended, incorporated by reference to this Agreement.

*JE*

3-7-19



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit A**

- 2.3. The Contractor shall use software/information system in accordance with the NH HMIS Governance Model in Section 2.2 above, and as approved by the NH HMIS advisory Committee.
- 2.4. The Contractor shall implement and maintain the HMIS final data and technical standards in a statewide HMIS system.
- 2.5. The Contractor shall ensure that the HMIS is an accurate resource for information that includes, but is not limited to, fulfillment of federal and state reporting requirements on homelessness, including unduplicated counts of people served, use of services, Coordinated Entry, and the effectiveness of local homeless assistance systems.
- 2.6. The Contractor shall provide and coordinate adequate staffing levels, roles and responsibilities and financial resources needed to support the quality, technical capacity, accessibility and function of the HMIS system.
- 2.7. The Contractor shall comply with the terms and conditions as established in the New Hampshire HMIS Governance Model, Revision E, dated June 2018, and as amended, which includes, but is not limited to:
  - 2.7.1. The review and monitoring of the guidelines and procedures of HMIS security and confidentiality;
  - 2.7.2. Planning and Software Selection: HMIS Planning and Strategic Activities, HMIS Program Milestones Development, Universal Data Elements (UDE), Project-Specific Data Elements (PSDE), Unduplicated Client Records (UCR), Annual Performance Report (APR) and Consolidated Annual Performance and Evaluation Report (CAPER) Reporting, HMIS Reports;
  - 2.7.3. HMIS Management and Operations – Governance and Management: HMIS Governance Structure, HMIS Technical Support, HMIS Software Technical Support, HMIS Information Technology (IT) Issue Tracking, HMIS IT Issue Monitoring (Community Level), HMIS Staff Organization Chart, HMIS Software Training, HMIS User Feedback, System Operation and Maintenance;
  - 2.7.4. HMIS Management and Operations – Compliance Monitoring: HMIS Management Issues, HMIS Program Milestone Monitoring, Agency and Program HMIS Participation, Participation in Notice of Funding Availability (NOFA), Longitudinal Systems Analysis (LSA), and System Performance Measures, Client Acknowledgement, Data and System Security;
  - 2.7.5. HMIS Management and Operations – Data Quality: Data Quality Standards, UDE, PSDE, Data Quality Reports to be regularly run and provided to participating programs, Data Quality Reports provided to the Community Planning Entity, Data Quality Reports compared to data standards; and
  - 2.7.6. HMIS Policy Development and Oversight: Client Confidentiality and Privacy Training, COC System Performance Measurement Training, COC Community Planning Goals and Objectives Training, Business Practices Training, Program Funding Training and Orientation, Participating Agency Documentation, Participation Rates, Policies and Procedures, Agency Participation

*OE*

*3-7-19*



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit A**

Agreements, Data Sharing Agreements, HMIS End-User Agreements, Client Acknowledgement, Data Release.

- 2.8. The Contractor shall maintain a HMIS problem tracking system and collaborate with the HMIS software contractor to manage all software operations including; supporting installation, upgrades, and software problems.
- 2.9. The Contractor shall ensure that accurate and timely data are entered into New Hampshire's HMIS by providing participating agencies of NH-HMIS with support that includes, but is not limited to:
  - 2.9.1. Software access;
  - 2.9.2. Technical and reporting assistance;
  - 2.9.3. Training;
  - 2.9.4. Policy guidance; and
  - 2.9.5. Security assessments.
- 2.10. The Contractor shall provide a comprehensive monitoring and data validation process for all participating agencies, and will report results of those processes to the State as requested.
- 2.11. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor and made available for review by the State to document actual funds received or denials of funding from such public sources of funds.

**3. Program Reporting Requirements**

- 3.1. The Contractor shall provide a report to the Department and the COC no less than seven (7) calendar days prior to the submission date identified by HUD that includes, but is not limited to, by service modality:
  - 3.1.1. HMIS Annual Progress Reports for each NH Continuum of Care (CoC), as required by the U.S. Department of Housing and Urban Development (HUD);
  - 3.1.2. HMIS data necessary for the Annual Point-in-Time Count, as required by HUD;
  - 3.1.3. Longitudinal System Analysis (LSA) for each CoC, as defined by HUD;
  - 3.1.4. HMIS data required for successful completion of funding applications by each CoC, as specified in the HUD Notice of Funding Availability; and
  - 3.1.5. Annual Reports for Projects for Assistance in Transition from Homelessness per SAMHSA/PATH requirements.
  - 3.1.6. Annual System Performance Measures as required by HUD.
- 3.2. Failure to submit above reports in agreed upon timelines will result in the delay or withholding of reimbursements until such reports are received in a manner that is consistent with the requirements of the State.



**New Hampshire Department of Health and Human Services  
Homeless Management Information System**

**Exhibit A**

- 3.3. The Contractor shall cooperate fully with and answer all questions, pertaining to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
4. **Data Security:**
  - 4.1. The Contractor shall provide confirmation of a biannual security assessment of HMIS software, performed by an independent third-party security Contractor, to verify that the environment containing the Contractor's project data is secure. Broader Contractor-wide assessments that include the project's systems are acceptable. The Contractor shall provide confirmation of this assessment to DHHS.
    - 4.1.1. Certification of this testing will be provided to DHHS Information Security. The objective of said security assessment is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 30 days after the biannual assessment has been performed, the Contractor will provide DHHS Information Security with a report of security issues that were revealed. Within 90 days of the assessment the Contractor will provide DHHS Information Security with a remediation plan. The Contractor and DHHS will mutually agree which, if any, security issues revealed from the assessment will be remediated by the Contractor.
5. **Contract Administration**
  - 5.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
  - 5.2. The Bureau Administrator of BHS or designee may observe performance, activities and documents under this Agreement. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.
  - 5.3. Contract records shall be retained for a period of five (5) years, or as required by applicable state and federal laws, following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
6. **Deliverable**
  - 6.1. The Contractor shall provide accurate and timely reporting, in Section 3 above and in accordance with the New Hampshire HMIS Governance Model June 2018, and as amended.

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3-7-19

New Hampshire Department of Health and Human Services  
Homeless Management Information System



Exhibit B

Method and Conditions Precedent to Payment

1. Homeless Management Information System (HMIS):

- 1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 1.2. This contract is funded with 48% general funds and 52% federal funds as follows:

1.2.1. NH General Funds

Program Title:	State Grant in Aid (SGIA), HMIS		
Total Amount HMIS not to exceed	<b>Sub Total:</b>		<b>\$219,604;</b>
July 1, 2019 – June 30, 2020	not to exceed:	\$109,802	
July 1, 2020 – June 30, 2021	not to exceed:	\$109,802	

1.2.2. Federal Funds

CFDA #:	14.231		
Federal Agency:	U.S. Department of Housing & Urban Development (HUD)		
Program Title:	Emergency Solutions Grant Program (ESG), HMIS		
Total Amount HMIS not to exceed	<b>Sub Total:</b>		<b>\$81,570;</b>
April 1, 2019 – June 30, 2019	not to exceed:	\$39,570	
July 1, 2019 – June 30, 2020	not to exceed:	\$21,000	
July 1, 2020 – June 30, 2021	not to exceed:	\$21,000	

1.2.3. Federal Funds

CFDA #:	14.267		
Federal Agency:	HUD		
Program Title:	Continuum of Care Program (CoC), HMIS		
Total Amount HMIS not to exceed	<b>Sub Total:</b>		<b>\$152,180;</b>
July 1, 2019 – July 31, 2019:	not to exceed	\$11,706	
August 1, 2019 – July 31, 2020:	not to exceed	\$140,474	
Funds allocation under this agreement for CoC, HMIS, Manchester:			
HMIS:	\$50,322		
Administrative costs:	<u>\$1,631</u>		
Total program amount:	\$51,953		
Funds allocation under this agreement for CoC, HMIS, Nashua:			
HMIS:	\$12,170		
Administrative costs:	<u>\$304</u>		
Total program amount:	\$12,474		
Funds allocation under this agreement for CoC, HMIS, Balance of State:			
HMIS:	\$74,079		
Administrative costs:	<u>\$1,950</u>		
Total program amount:	\$76,047		

1.2.4. Total amount HMIS not to exceed Grand Total: **\$453,354**

*[Handwritten Signature]*

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**New Hampshire Department of Health and Human Services  
Homeless Management Information System**



**Exhibit B**

- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

**2. Financial Reports**

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS  
Bureau of Housing Supports  
129 Pleasant Street  
Concord, NH 03301

- 2.2. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in 'Standards for Audit of Governmental Organizations, Program Activities, and Functions,' within ninety (90) days after contract completion date.

**3. Project Costs; Payment of Project Costs; Review by the State:**

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.
- 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement in accordance with the Continuum of Care Program Regulations, published at 24 CFR Part 578, the State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of P.L. 102-550 and other applicable regulations.
- 3.3. Matching Requirements: The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources for ESG, SGIA & COC. For Continuum of Care geographic areas in which there is more than one grant agreement, the twenty-five (25) percent match must be provided on a grant-by-grant basis. SGIA funds require a twenty-five (25) percent contractor match of funds or in-kind contributions from other sources. Cash match must be used for the costs of activities that are eligible under subpart D of 24 CFR 578.

**New Hampshire Department of Health and Human Services  
Homeless Management Information System**



**Exhibit B**

- 3.3.1. Cash sources. Notwithstanding 2 CFR 200.306(b)(5), the Contractor may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The recipient must ensure that any funds used to satisfy the matching requirements of this section are eligible under the laws governing the funds in order to be used as matching funds for a grant awarded under this program.
- 3.3.2. In-kind Contributions:
  - 3.3.2.1. The Contractor may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible under Subpart D, or, in the case of HPCs, eligible under 24 CFR 578.71.
  - 3.3.2.2. The requirements of 2 CFR 200.306, with the exception of 2 CFR 200.306(b)(5) apply.
- 3.4. Schedule of Payments: Reimbursement requests for all Project Costs shall be submitted by the tenth (10th) of each month for the previous month and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. Invoices shall be submitted promptly to the address listed above in section 2.1.2. Exhibit B.
- 3.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to the HMIS Contract Administrator.
- 3.6. The State 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.
- 3.7. The Contractor agrees to keep records of their activities related to Department programs and services, and shall provide additional financial information if requested by the State to verify expenses.
- 3.8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for services of the Homeless Management Information System Project and administration provided by the Contractor for the project period and operating years of the Continuum of Care Program as approved by HUD and in accordance with the Continuum of Care Program Regulations, published at 24 CFR Part 578.
- 3.9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3.10. 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.

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**New Hampshire Department of Health and Human Services  
Homeless Management Information System**



**Exhibit B**

**4. Use of Grant Funds:**

- 4.1 Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council if needed and justified.
- 4.2 Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
- 4.3 Conformance to 24 CFR 576.107: Emergency Solutions Grant funds are to be used only in accordance with HMIS Component Eligible Costs.
- 4.4 Conformance to 24 CFR 578.57: Continuum of Care Grant funds are to be used only in accordance with HMIS Component Eligible Costs.

**5. Contractor Financial Management System:**

- 5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2 The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

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New Hampshire Department of Health and Human Services  
Homeless Management Information System



## Exhibit B-1

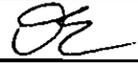
## Expense Budget Detail For State Fiscal Years 2019, 2020 &amp; 2021

State Fiscal Year 2019:				
Expense Item	Federal Funds	State Grant in Aid Funds	Total State Fiscal Year Budget	Vendor Match
Emergency Solutions Grant One-time ESG award 4/1/19 – 6/30/19	\$39,570	\$0.00	\$39,570	\$9,893
<b>Sub Total</b>	<b>\$39,570</b>	<b>\$0.00</b>	<b>\$39,570</b>	<b>\$9,893</b>
State Fiscal Year 2020:				
Expense Item	Federal Funds	State Grant in Aid Funds	Total State Fiscal Year Budget	Vendor Match
State Grant in Aid 7/1/19 – 6/30/20	\$0.00	\$109,802	\$109,802	\$27,451
Emergency Solutions Grant 7/1/19 – 6/30/20	\$21,000	\$0.00	\$21,000	\$5,250
Continuum of Care One-time CoC award 7/1/19 – 7/31/19	\$11,706	\$0.00	\$11,706	\$2,927
Continuum of Care 8/1/19 – 6/30/20	\$128,768	\$0.00	\$128,768	\$32,192
<b>Sub Total</b>	<b>\$161,474</b>	<b>\$109,802</b>	<b>\$271,276</b>	<b>\$67,820</b>
State Fiscal Year 2021:				
Expense Item	Federal Funds	State Grant in Aid Funds	Total State Fiscal Year Budget	Vendor Match
State Grant in Aid 7/1/20 – 6/30/21	\$0.00	109,802	\$109,802	\$27,451
Emergency Solutions Grant 7/1/20 – 6/30/21	\$21,000	\$0.00	\$21,000	\$5,250
Continuum of Care 7/1/20 – 7/31/20	\$11,706	\$0.00	\$11,706	\$2,927
<b>Sub Total</b>	<b>\$32,706</b>	<b>\$109,802</b>	<b>\$142,508</b>	<b>\$35,628</b>
<b>Grand Total</b>	<b>\$233,750</b>	<b>\$219,604</b>	<b>\$453,354</b>	<b>\$113,341</b>

Institute for Community  
Alliances

4/1/19 - 6/30/19

ESG Funds	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Equipment	\$ 3,100.00	\$	\$	\$	\$	\$	\$ 3,100.00	\$	\$
Software	\$	\$	\$	\$	\$	\$	\$	\$	\$
Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Personnel	\$ 26,528.00	\$	\$	\$	\$	\$	\$ 26,528.00	\$	\$
Space & Operations	\$ 9,942.00	\$	\$	\$	\$	\$	\$ 9,942.00	\$	\$
25% Required Match	\$ 9,892.50	\$	\$	\$ 9,892.50	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 49,462.50</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,892.50</b>	<b>\$</b>	<b>\$</b>	<b>\$ 39,570.00</b>	<b>\$</b>	<b>\$</b>

 3-7-19  
 Initials Date

7/1/19 - 6/30/20

	Grant		Admin
BoS	74,097	54.248%	1,950
Manch	50,322	36.842%	1,631
Nashua	12,170	8.910%	304
	136,589		3,885

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE				
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	BOS NH0011 SHARE	MANCH NH0023 SHARE	NASHUA NH0035 SHARE	MONTHLY
Equipment	\$ 1,889.00	\$	\$	\$	\$	\$	\$ 1,889.00				\$
Software	\$ 25,707.05	\$	\$	\$	\$	\$	\$ 25,707.05				\$
Services	\$	\$	\$	\$	\$	\$	\$				\$
Personnel	\$ 91,535.00	\$	\$	\$	\$	\$	\$ 91,535.00				\$
Space & Operations	\$ 17,457.95	\$	\$	\$	\$	\$	\$ 17,457.95				\$
Provider Administration	\$ 3,885.00	\$	\$	\$	\$	\$	\$ 3,885.00				\$
25% Required Match	\$ 35,118.50	\$	\$	\$ 35,118.50	\$	\$	\$				\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 175,692.50</b>	<b>\$</b>	<b>\$</b>	<b>\$ 35,118.50</b>	<b>\$</b>	<b>\$</b>	<b>\$ 140,474.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Equipment	\$ 1,470.00	\$	\$	\$	\$	\$	\$ 1,470.00	\$	\$
Software	\$ 19,995.00	\$	\$	\$	\$	\$	\$ 19,995.00	\$	\$
Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Personnel	\$ 71,385.00	\$	\$	\$	\$	\$	\$ 71,385.00	\$	\$
Space & Operations	\$ 16,952.00	\$	\$	\$	\$	\$	\$ 16,952.00	\$	\$
Provider Administration	\$	\$	\$	\$	\$	\$	\$	\$	\$
25% Required Match	\$ 27,451.00	\$	\$	\$ 27,451.00	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 137,253.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 27,451.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 109,802.00</b>	<b>\$</b>	<b>\$</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Equipment	\$ 271.00	\$	\$	\$	\$	\$	\$ 271.00	\$	\$
Software	\$ 3,697.95	\$	\$	\$	\$	\$	\$ 3,697.95	\$	\$
Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Personnel	\$ 13,450.00	\$	\$	\$	\$	\$	\$ 13,450.00	\$	\$
Space & Operations	\$ 3,581.05	\$	\$	\$	\$	\$	\$ 3,581.05	\$	\$
25% Required Match	\$ 5,250.00	\$	\$	\$ 5,250.00	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 26,250.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 5,250.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 21,000.00</b>	<b>\$</b>	<b>\$</b>

*JE* 3-7-19  
 Initials Date

7/1/20-6/30/21

	Grant		Admin
BoS	6,175	54.248%	163
Manch	4,194	38.842%	138
Nashua	1,014	8.910%	25
	11,382		324

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE				
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	BOS NH0011 SHARE	MANCH NH0023 SHARE	NASHUA NH0035 SHARE	MONTHLY
Equipment	\$ 545.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 545.00				
Software	\$ 1,740.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,740.00				
Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Personnel	\$ 7,610.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,610.65				
Space & Operations	\$ 1,486.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,486.60				
Provider Administration	\$ 323.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323.75				\$
25% Required Match	\$ 2,926.54	\$ -	\$ -	\$ 2,926.54	\$ -	\$ -	\$ -				\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 14,632.54</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,926.54</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,706.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Equipment	\$ 995.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 995.00	\$ -	\$ -
Software	\$ 18,730.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,730.00	\$ -	\$ -
Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ 71,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,350.00	\$ -	\$ -
Space & Operations	\$ 18,727.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,727.00	\$ -	\$ -
Provider Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25% Required Match	\$ 27,451.00	\$ -	\$ -	\$ 27,451.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 137,253.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,451.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,802.00</b>	<b>\$ -</b>	<b>\$ -</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Equipment	\$ 365.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365.00	\$ -	\$ -
Software	\$ 3,697.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,697.95	\$ -	\$ -
Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ 12,574.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,574.35	\$ -	\$ -
Space & Operations	\$ 4,362.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,362.70	\$ -	\$ -
25% Required Match	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 26,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,000.00</b>	<b>\$ -</b>	<b>\$ -</b>

*JE* 3-7-19  
 Initials Date

New Hampshire Department of Health and Human Services  
Exhibit C



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials OE

Date 3-7-19



New Hampshire Department of Health and Human Services  
Exhibit C

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C

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

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

Exhibit C – Special Provisions

Contractor Initials

*JE*

Date

3-7-19

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

*OR*

3-7-19

New Hampshire Department of Health and Human Services  
Exhibit C-1



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

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

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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.

Contractor Name:

Name: David Eberbach  
Title: Executive Director

3/7/19

Date

Contractor Initials DE  
Date 3-7-19

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Contractor Name:

3-7-19  
Date

  
Name: David Eberbach  
Title: Executive Director

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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3-7-19

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 (l)(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:

3-7-19  
Date

Name: David Eberbach  
Title: Executive Director

Contractor Initials DE  
Date 3-7-19

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

*JE*

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

Date

3-7-19

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:

3-7-19  
Date

  
Name: David Eberbach  
Title: Executive Director

Exhibit G

Contractor Initials DE

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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

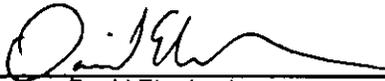
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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:

3-7-19  
Date

  
Name: David Eberbach  
Title: Executive Director

## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

**(1) Definitions.**

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

3/2014

Contractor Initials

*JE*

Date

3-7-19

## New Hampshire Department of Health and Human Services



## Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

3/2014

Contractor Initials

Date 3-7-19

## New Hampshire Department of Health and Human Services



## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services  
The State

Christine Santanillo  
Signature of Authorized Representative

Christine Santanillo  
Name of Authorized Representative

Director, DEHS  
Title of Authorized Representative

3/8/19  
Date

Institute for Community Alliances  
Name of the Contractor

David Eberbach  
Signature of Authorized Representative

David Eberbach  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

3-7-19  
Date

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.

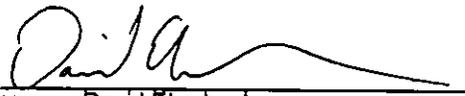
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

3-7-19  
Date

  
Name: David Eberbach  
Title: Executive Director

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: 14-9341732

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

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS Confidential 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 successful attempts 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 documents or mail.

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

**Exhibit K**

**DHHS Information Security Requirements**



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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**A. Retention**

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

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has

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

**Exhibit K**

**DHHS Information Security Requirements**



been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

**Exhibit K**

**DHHS Information Security Requirements**



8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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/doi/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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Exhibit K

DHHS Information Security Requirements



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
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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov