



Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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May 3, 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 amend an existing contract with the vendor listed in **bold**, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising a contract renewal option by increasing the total price limitation by \$177,404 from \$12,548,320 to \$12,725,724 and by extending the completion date from June 30, 2021, to June 30, 2023, effective upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/Decrease	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	\$264,968	\$0	\$264,968	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Community Action Partnership of Strafford County	177200 - B004	Dover NH	\$6,588	\$0	\$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	\$0	\$0	\$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	267140 - B001	Bow NH	\$185,945	\$0	\$185,945	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Cross Roads House	166570 - B001	Portsmouth NH	\$1,390,758	\$0	\$1,390,758	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)

						A2: 05/19/21 (Tabled Item #15)
Families in Transition, NH	157730 - B001	Manchester NH	\$2,942,938	\$0	\$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Friends Program	154987 - B001	Concord NH	\$174,710	\$177,404	\$352,114	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	\$405,272	\$0	\$405,272	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Hundred Nights, Inc	TBD	Keene NH	\$434,964	\$0	\$434,964	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Lakes Region Community Developers	156571 - B001	Laconia NH	\$204,991	\$0	\$204,991	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Marquerites Place	157465 - B001	Nashua NH	\$327,536	\$0	\$327,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
My Friend's Place	156274 - B001	Dover NH	\$305,697	\$0	\$305,697	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	\$468,328	\$0	\$468,328	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
New Generation	177295 - B001	Greenland NH	\$296,982	\$0	\$296,982	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	\$1,678,826	\$0	\$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)

						A2: 05/05/21 (Item #15)
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	\$444,758	\$0	\$444,758	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	\$569,845	\$0	\$569,845	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Seacoast Family Promise	TBD	Exeter NH	\$180,305	\$0	\$180,305	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Southern NH Services	177198 - B006	Manchester NH	\$0	\$0	\$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	177511 - R001	Keene NH 03431	\$992,485	\$0	\$992,485	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
The Front Door Agency	156244 - B001	Nashua NH 03064	\$557,157	\$0	\$557,157	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
The Way Home, Inc	166673 - B001	Manchester NH	\$256,886	\$0	\$256,886	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Tri-County CAP, Inc	177195 - B009	Berlin NH	\$205,825	\$0	\$205,825	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Waypoint	177166 - B002	Manchester NH	\$252,556	\$0	\$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
		Total	\$12,548,320	\$177,404	\$12,725,724	

See attached fiscal details.

EXPLANATION

The purpose of this renewal request is to continue State Grant in Aid (SGIA) Homeless Assistance program the Friends Program to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during State Fiscal Years 2022 and 2023 through this contract and 23 other SGIA Homeless Assistance program Agreements that have been or are anticipated to be approved by the Governor and Council.

The Contractor will continue providing emergency shelter to individuals and families experiencing homelessness or are at risk to. The Contractor will continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to connect them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) additional 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 two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters

Vendor # 1652: Vendor # 1652: Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$83,490	\$0	\$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$59,130	\$0	\$59,130	
2022	102/500732	Contracts for Program Services	TBD	\$61,174	\$0	\$61,174	
2023	102/500733	Contracts for Program Services	TBD	\$61,174	\$0	\$61,174	
		Sub Total		\$264,968	\$0	\$264,968	

Community Action Partnership of Strafford County

Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$6,588	\$0	\$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0	
2022	102/500732	Contracts for Program Services	TBD	\$0	\$0	\$0	
2023	102/500733	Contracts for Program Services	TBD	\$0	\$0	\$0	
		Sub Total		\$6,588	\$0	\$6,588	

Community Action Program, Belknap and Merrimack

Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0	
2022	102/500732	Contracts for Program Services	TBD	\$0	\$0	\$0	
2023	102/500733	Contracts for Program Services	TBD	\$0	\$0	\$0	
		Sub Total		\$0	\$0	\$0	

Concord Coalition to End Homelessness

Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$10,091	\$0	\$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$58,618	\$0	\$58,618	
2022	102/500732	Contracts for Program Services	TBD	\$58,618	\$0	\$58,618	
2023	102/500733	Contracts for Program Services	TBD	\$58,618	\$0	\$58,618	
		Sub Total		\$185,945	\$0	\$185,945	

Cross Roads House

Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$465,221	\$0	\$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	\$301,563	\$0	\$301,563	
2022	102/500732	Contracts for Program Services	TBD	\$311,987	\$0	\$311,987	

2023	102/500733	Contracts for Program Services	TBD	\$311,987	\$0	\$311,987	(Item #20)
		Sub Total		\$1,390,758	\$0	\$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc.

Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$1,037,418	\$0	\$1,037,418	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	\$620,866	\$0	\$620,866	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	\$642,327	\$0	\$642,327	A1: 07/15/20, (Item #20)
2023	102/500733	Contracts for Program Services	TBD	\$642,327	\$0	\$642,327	A2: 05/19/21
		Sub Total		\$2,942,938	\$0	\$2,942,938	(Tabled Item #15)

Friends Program

Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$88,971	\$0	\$88,971	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	\$85,739	\$0	\$85,739	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	\$0	\$88,702	\$88,702	A1: 07/15/20
2023	102/500733	Contracts for Program Services	TBD	\$0	\$88,702	\$88,702	(Item #20)
		Sub Total		\$174,710	\$177,404	\$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$114,908	\$0	\$114,908	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	\$94,608	\$0	\$94,608	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	\$97,878	\$0	\$97,878	A1: 07/15/20, (Item #20)
2023	102/500733	Contracts for Program Services	TBD	\$97,878	\$0	\$97,878	A2: 05/19/21
		Sub Total		\$405,272	\$0	\$405,272	(Tabled Item #15)

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$117,376	\$0	\$117,376	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	\$103,478	\$0	\$103,478	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	\$107,055	\$0	\$107,055	A1: 07/15/20, (Item #20)
2023	102/500733	Contracts for Program Services	TBD	\$107,055	\$0	\$107,055	A2: 05/19/21
		Sub Total		\$434,964	\$0	\$434,964	(Tabled Item #15)

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$32,587	\$0	\$32,587	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	\$56,174	\$0	\$56,174	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	\$58,115	\$0	\$58,115	A1: 07/15/20, (Item #20)
2023	102/500733	Contracts for Program Services	TBD	\$58,115	\$0	\$58,115	

		Sub Total		\$204,991	\$0	\$204,991	A2: 05/19/21 (Tabled Item #15)
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Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$118,536	\$0	\$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$68,300	\$0	\$68,300	
2022	102/500732	Contracts for Program Services	TBD	\$70,350	\$0	\$70,350	
2023	102/500733	Contracts for Program Services	TBD	\$70,350	\$0	\$70,350	
		Sub Total		\$327,536	\$0	\$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$115,144	\$0	\$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$62,087	\$0	\$62,087	
2022	102/500732	Contracts for Program Services	TBD	\$64,233	\$0	\$64,233	
2023	102/500733	Contracts for Program Services	TBD	\$64,233	\$0	\$64,233	
		Sub Total		\$305,697	\$0	\$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$196,111	\$0	\$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$88,695	\$0	\$88,695	
2022	102/500732	Contracts for Program Services	TBD	\$91,761	\$0	\$91,761	
2023	102/500733	Contracts for Program Services	TBD	\$91,761	\$0	\$91,761	
		Sub Total		\$468,328	\$0	\$468,328	

Vendor # 177295 - B001

New Generation

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$97,357	\$0	\$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$65,043	\$0	\$65,043	
2022	102/500732	Contracts for Program Services	TBD	\$67,291	\$0	\$67,291	
2023	102/500733	Contracts for Program Services	TBD	\$67,291	\$0	\$67,291	
		Sub Total		\$296,982	\$0	\$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$363,109	\$0	\$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$428,693	\$0	\$428,693	
2022	102/500732	Contracts for Program Services	TBD	\$443,512	\$0	\$443,512	
2023	102/500733	Contracts for Program Services	TBD	\$443,512	\$0	\$443,512	
		Sub Total		\$1,678,826	\$0	\$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$81,802	\$0	\$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$118,260	\$0	\$118,260	
2022	102/500732	Contracts for Program Services	TBD	\$122,348	\$0	\$122,348	
2023	102/500733	Contracts for Program Services	TBD	\$122,348	\$0	\$122,348	
		Sub Total		\$444,758	\$0	\$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$188,742	\$0	\$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$124,173	\$0	\$124,173	
2022	102/500732	Contracts for Program Services	TBD	\$128,465	\$0	\$128,465	
2023	102/500733	Contracts for Program Services	TBD	\$128,465	\$0	\$128,465	
		Sub Total		\$569,845	\$0	\$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$53,270	\$0	\$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	\$41,391	\$0	\$41,391	
2022	102/500732	Contracts for Program Services	TBD	\$42,822	\$0	\$42,822	
2023	102/500733	Contracts for Program Services	TBD	\$42,822	\$0	\$42,822	
		Sub Total		\$180,305	\$0	\$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0	
2022	102/500732	Contracts for Program Services	TBD	\$0	\$0	\$0	
2023	102/500733	Contracts for Program Services	TBD	\$0	\$0	\$0	
		Sub Total		\$0	\$0	\$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$302,869	\$0	\$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$224,694	\$0	\$224,694	
2022	102/500732	Contracts for Program Services	TBD	\$232,461	\$0	\$232,461	
2023	102/500733	Contracts for Program Services	TBD	\$232,461	\$0	\$232,461	
		Sub Total		\$992,485	\$0	\$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$157,905	\$0	\$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$130,086	\$0	\$130,086	
2022	102/500732	Contracts for Program Services	TBD	\$134,583	\$0	\$134,583	
2023	102/500733	Contracts for Program Services	TBD	\$134,583	\$0	\$134,583	
		Sub Total		\$557,157	\$0	\$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$84,482	\$0	\$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$56,174	\$0	\$56,174	
2022	102/500732	Contracts for Program Services	TBD	\$58,115	\$0	\$58,115	
2023	102/500733	Contracts for Program Services	TBD	\$58,115	\$0	\$58,115	
		Sub Total		\$256,886	\$0	\$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$87,864	\$0	\$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	\$38,435	\$0	\$38,435	
2022	102/500732	Contracts for Program Services	TBD	\$39,763	\$0	\$39,763	
2023	102/500733	Contracts for Program Services	TBD	\$39,763	\$0	\$39,763	
		Sub Total		\$205,825	\$0	\$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	\$166,817	\$0	\$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	\$85,739	\$0	\$85,739	
2022	102/500732	Contracts for Program Services	TBD	\$0	\$0	\$0	
2023	102/500733	Contracts for Program Services	TBD	\$0	\$0	\$0	
		Sub Total		\$252,556	\$0	\$252,556	

Overall Total	\$12,548,320	\$177,404	\$12,725,724
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**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Friends Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended 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 and 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:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$352,114
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

2. Scope of Services

- 2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:
 - 2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.
 - 2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.
 - 2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:
 - 2.1.3.1. Building maintenance and repair.
 - 2.1.3.2. Security systems.
 - 2.1.3.3. Heating and possible cooling equipment.
 - 2.1.3.4. Property and business insurance.
 - 2.1.3.5. Utilities and furnishings.
 - 2.1.3.6. Amenities, including bathrooms.
- 2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

- 2.2.1. Assessing individual and family needs for well-being and obtaining housing.
 - 2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.
 - 2.2.3. Assisting individuals and families with accessing emergency shelter.
 - 2.2.4. Assisting individuals and families with applying for and accessing permanent housing.
 - 2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.
 - 2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.
- 2.3. The Contractor shall comply with program requirements that include, but are not limited to:
- 2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:
 - 2.3.1.1. Housing First Approach;
 - 2.3.1.2. Safe and appropriate diversion;
 - 2.3.1.3. Immediate and low-barrier access;
 - 2.3.1.4. Housing-focused, rapid exit services; and
 - 2.3.1.5. Data to measure performance.
 - 2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.
 - 2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.
 - 2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: <http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf>
 - 2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

- 2.3.5.1. Reviewing policies and procedures for services provided.
- 2.3.5.2. Reviewing financial analyses.
- 2.3.5.3. Reviewing for compliance with safety and hazard requirements.
- 2.3.5.4. Reviewing Data and HMIS entry standards.
- 2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html
- 2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.
- 2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.
- 4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:
 - 3.6. The Contractor shall provide backup documentation for all reimbursement

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

4/21/2021
Date

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

The Friends Program, Inc.

4/21/2021
Date

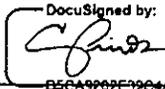
DocuSigned by:
Nancy Paul
Name: Nancy Paul
Title: Nancy Paul, Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2021

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:

State of New Hampshire

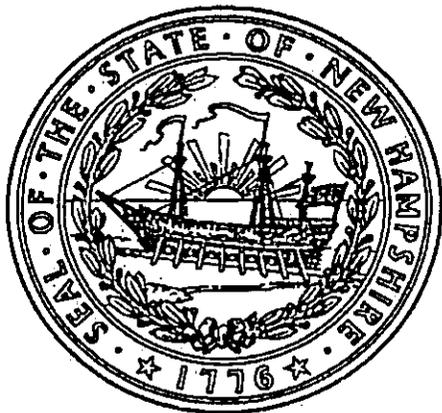
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRIENDS PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 05, 1976. 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: 60670

Certificate Number: 0005354762



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathleen Ames, hereby certify that:

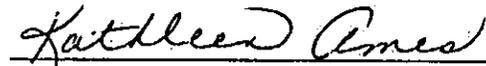
1. I am a duly elected Officer of The Friends Program Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 30, 2019, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Nancy McKeon Paul is duly authorized on behalf of The Friends Program Inc to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/22/2021



Signature of Elected Officer

Name: Kathleen Ames

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2020

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Sarah Fifield PHONE (AC, No, Ext): (603) 224-2562 FAX (AC, No): (603) 224-8012 E-MAIL ADDRESS: sfifield@rowleyagency.com	
INSURED The Friends Program Inc. 202 No. State Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins - Bedford INSURER B: Hanover Insurance Co. 22292 INSURER C: Worldwide Facilities, LLC INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 20/21 Master** **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	ADDD INSD	SUBR DDD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ZIV888056707	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZIV888056707	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ - 0 -			OBV888056808	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH MWC3488566	8/13/2020	8/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

CANCELLATION

Nathan White, Director of Bureau of Contr Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sarah Fifield/SEF <i>Sarah Fifield</i>
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ACORD 25 (2014/01)
IN025 (201401)

The ACORD name and logo are registered marks of ACORD



Organization Mission Statement

The Friends Program, Inc. is a non-profit, social service organization that ***strengthens communities by building relationships that empower people, encourage community service, and restore faith in the human spirit.***

Financial Statements

THE FRIENDS PROGRAM, INC.

**FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

THE FRIENDS PROGRAM, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

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To the Board of Trustees of
The Friends Program, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of September 30, 2020 and 2019, and the related statements cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended September 30, 2020.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Friends Program, Inc. as of September 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended September 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Friends Program, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 10, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was 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. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2020, on our consideration of The Friends Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 the effectiveness of The Friends Program, Inc.'s 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 Friends Program, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts,
Professional Association*

December 8, 2020
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.**STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2020 AND 2019**

	2020	2019
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 195,338	\$ 35,892
Other receivables	22,939	41,566
Prepaid expenses	<u>16,918</u>	<u>15,136</u>
Total current assets	<u>235,195</u>	<u>92,594</u>
PROPERTY AND EQUIPMENT		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	478,105	478,105
Furniture, fixtures and equipment	96,835	96,835
Construction in process	<u>1,059</u>	<u>-</u>
Total property and equipment	851,432	850,373
Less accumulated depreciation	<u>(704,011)</u>	<u>(682,584)</u>
Net property and equipment	<u>147,421</u>	<u>167,789</u>
OTHER ASSETS		
Investments	524,622	506,637
Unemployment savings account	<u>40,823</u>	<u>40,823</u>
Total other assets	<u>565,445</u>	<u>547,460</u>
TOTAL ASSETS	<u>\$ 948,061</u>	<u>\$ 807,843</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 1,720	\$ 8,248
Accrued payroll and related taxes	47,852	42,276
Deferred revenue	23,101	28,491
Paycheck Protection Program Loan	125,000	-
Current portion of long-term debt	<u>2,235</u>	<u>2,235</u>
Total current liabilities	199,908	81,250
LONG TERM LIABILITIES		
Long-term debt, less current portion shown above	<u>6,705</u>	<u>8,940</u>
Total liabilities	<u>206,613</u>	<u>90,190</u>
NET ASSETS		
Without donor restrictions		
Without donor restrictions, undesignated	187,203	181,392
Without donor restrictions, board designated	<u>346,638</u>	<u>331,898</u>
Total without donor restrictions	533,841	513,290
With donor restrictions	<u>207,607</u>	<u>204,363</u>
Total net assets	<u>741,448</u>	<u>717,653</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 948,061</u>	<u>\$ 807,843</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
CHANGES IN NET ASSETS				
Support and Revenue				
Government grants				
Federal	\$ 763,506	\$ -	\$ 763,506	\$ 625,039
State	83,806	-	83,806	177,225
United Way	34,828	-	34,828	56,592
Town and county income	143,150	-	143,150	139,700
Other grants	45,500	-	45,500	46,750
Contributions	414,147	-	414,147	577,069
Other revenue	1,025	-	1,025	282
Investment income	<u>39,580</u>	<u>3,244</u>	<u>42,824</u>	<u>18,032</u>
Total support and revenue	<u>1,525,542</u>	<u>3,244</u>	<u>1,528,786</u>	<u>1,640,689</u>
EXPENSES				
Program services				
Youth mentoring	164,104	-	164,104	234,223
Emergency housing	385,492	-	385,492	362,040
Foster grandparents	563,615	-	563,615	635,294
Retired senior volunteers	<u>220,186</u>	<u>-</u>	<u>220,186</u>	<u>290,422</u>
Total program services	<u>1,333,397</u>	<u>-</u>	<u>1,333,397</u>	<u>1,521,979</u>
Supporting activities				
Administrative	166,731	-	166,731	207,471
Fundraising	<u>7,098</u>	<u>-</u>	<u>7,098</u>	<u>28,286</u>
Total supporting activities	<u>173,829</u>	<u>-</u>	<u>173,829</u>	<u>235,757</u>
Total expenses	<u>1,507,226</u>	<u>-</u>	<u>1,507,226</u>	<u>1,757,736</u>
CHANGE IN NET ASSETS BEFORE FORGIVENESS OF DEBT	<u>18,316</u>	<u>3,244</u>	<u>21,560</u>	<u>(117,047)</u>
FORGIVENESS OF DEBT	<u>2,235</u>	<u>-</u>	<u>2,235</u>	<u>2,235</u>
CHANGE IN NET ASSETS	20,551	3,244	23,795	(114,812)
NET ASSETS, BEGINNING OF YEAR	<u>513,290</u>	<u>204,363</u>	<u>717,653</u>	<u>832,465</u>
NET ASSETS, END OF YEAR	<u>\$ 533,841</u>	<u>\$ 207,607</u>	<u>\$ 741,448</u>	<u>\$ 717,653</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 23,795	\$ (114,812)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	21,428	23,053
Net unrealized loss on investments	1,442	3,172
Net realized gain on investments	(38,533)	(13,838)
Forgiveness of debt	(2,235)	(2,235)
(Increase) decrease in assets:		
Other receivables	18,627	10,481
Prepaid expenses	(1,782)	9,349
Unemployment savings account	-	13,765
Increase (decrease) in liabilities:		
Accounts payable	(6,528)	(7,183)
Accrued payroll and related taxes	5,576	1,181
Paycheck Protection Program Loan	125,000	-
Deferred revenue	(5,390)	22,012
	<u>141,400</u>	<u>(55,055)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(24,160)	(42,091)
Proceeds from sale of investments	43,265	130,744
Purchase of property, plant and equipment	(1,059)	(7,519)
	<u>18,046</u>	<u>81,134</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES		
NET INCREASE IN CASH	159,446	26,079
CASH, BEGINNING OF YEAR	<u>35,892</u>	<u>9,813</u>
CASH, END OF YEAR	<u>\$ 195,338</u>	<u>\$ 35,892</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	Program Total	Administration	Fundraising	2020 Totals	2019 Totals
Payroll									
Salaries and wages	\$ 100,849	\$ 230,099	\$ 134,594	\$ 124,130	\$ 589,672	\$ 80,788	\$ -	\$ 670,462	\$ 739,868
Employee benefits	9,605	11,261	9,622	9,914	40,402	3,456	-	43,858	102,591
Payroll taxes	7,347	17,336	9,889	9,378	43,950	6,146	-	50,097	53,801
Other									
Stipends	-	-	271,476	-	271,476	91	-	271,567	260,611
Occupancy	11,684	78,214	15,758	14,789	120,445	20,679	-	141,123	88,965
In-kind expenses	21,157	13,806	22,392	32,610	89,965	1,436	-	91,401	207,409
Volunteer expenses	20	44	48,505	3,821	52,390	297	-	52,687	107,073
Professional fees and contracts	1,957	2,226	10,728	2,699	17,610	20,273	-	37,883	31,469
Repairs and maintenance	2,924	4,234	2,490	4,386	14,034	11,431	-	25,465	23,247
Depreciation	-	19,403	-	-	19,403	2,025	-	21,428	23,053
Insurance	3,390	4,690	3,390	3,390	14,860	4,774	-	19,634	18,992
Postage and printing	499	84	8,483	460	9,526	2,840	7,098	19,463	33,365
Supplies	2,399	2,538	3,909	3,812	12,658	6,294	-	18,951	27,164
Recognition expenses	454	-	10,292	3,661	14,407	734	-	15,141	11,860
Telephone	1,682	1,363	2,294	2,397	7,736	2,946	-	10,683	9,975
Local transportation	62	44	4,525	4,367	8,998	23	-	9,020	15,112
Advertising	-	-	4,861	147	5,008	227	-	5,235	356
Dues and subscriptions	75	-	209	100	384	1,027	-	1,411	1,279
Staff development	-	150	10	-	160	1,024	-	1,184	767
Conferences	-	-	188	125	313	-	-	313	578
Other	-	-	-	-	-	220	-	220	201
Total expenses before indirect allocation	164,104	385,492	563,615	220,186	1,333,397	166,731	7,098	1,507,226	1,757,736
Allocation of indirect costs									
Support services	22,113	39,124	76,547	32,320	170,104	(166,731)	(3,373)	-	-
Total expenses	\$ 186,217	\$ 424,616	\$ 640,162	\$ 252,506	\$ 1,503,501	\$ -	\$ 3,725	\$ 1,507,226	\$ 1,757,736

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Friends Program, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purpose consists of the following program services:

Youth Mentoring – mentor program, matching volunteer mentors with at-risk children and teens.

Emergency Housing – short-term housing for homeless families.

Foster Grandparents – mentor program that places income eligible senior citizen volunteers in schools and child day care centers to work with special and at-risk children.

Retired Senior Volunteers – volunteer program targeting individuals 55 years of age or older who become engaged in a variety of volunteer roles.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of trustees.

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting 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.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Donated Materials and Services

The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation. As of September 30, 2020 and 2019, the Organization had no cash equivalents.

Investments

Investments consist of various equities, mutual funds and interest bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payer, adjusted as necessary to reflect current conditions.

Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral. Management has estimated accounts receivable to be fully collectible as of September 30, 2020 and 2019.

Property, Equipment and Depreciation

The Organization capitalizes property and equipment purchased or donated at a value greater than \$1,000. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings	20 years
Building improvements	7 – 20 years
Furniture, fixtures and equipment	5 years

Depreciation expense for the years ended September 30, 2020 and 2019 amounted to \$21,428 and \$23,053, respectively.

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimating future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

As of September 30, 2020 and 2019, the Organization found no reason for impairment of any assets.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended September 30, 2019, from which the summarized information was derived.

Deferred Revenue

The Organization recognizes revenues when earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under "deferred revenue."

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. The Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2016.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

Advertising

The Organization expenses advertising costs as incurred.

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might impose in respect to the pandemic. The Organization's operations could also be impacted should the disruptions from COVID-19 lead to changes in client behavior. The COVID-19 impact on capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

New Accounting Pronouncements

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying and Scope and Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). The accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions, and if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If no commensurate value is received by the grant maker, the transaction is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for the reporting years ending September 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There has been no impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

The Organization also adopted the provisions of FASB ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

NOTE 2 **LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of September 30, 2020 and 2019:

Financial assets at year-end:	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 195,338	\$ 35,892
Other receivables	22,939	41,566
Investments	524,622	506,637
Unemployment savings account	<u>40,823</u>	<u>40,823</u>
Total financial assets	<u>\$ 783,722</u>	<u>\$ 624,918</u>
Less amounts not available to be used within one year:		
Unemployment savings account	\$ 40,823	\$ 40,823
Net assets with donor restrictions	207,608	204,363
Less net assets with purpose and time restrictions to be met in less than a year	<u>(5,000)</u>	<u>(5,000)</u>
Amounts not available within one year	<u>243,431</u>	<u>240,186</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 540,291</u>	<u>\$ 384,732</u>

It is the Organization's goal to maintain financial assets to meet 90 days of operating expenses, which approximates \$343,824 and \$376,588 respectively, at September 30, 2020 and 2019.

NOTE 3 **OTHER RECEIVABLES**

Other receivables consist of the following at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Town	\$ 500	\$ 500
Grants	<u>22,439</u>	<u>41,066</u>
Total other receivables	<u>\$ 22,939</u>	<u>\$ 41,566</u>

NOTE 4 **LINE OF CREDIT**

The Organization has available a \$150,000 revolving line of credit with a local bank, due upon demand. The credit line is secured by all assets. Bank advances on the credit line are payable on demand and carry an interest rate at prime (3.25% and 5.00% at September 30, 2020 and 2019, respectively). There was no outstanding balance at September 30, 2020 and 2019.

NOTE 5 **ENDOWMENT**

The Organization's endowment consists of a gift restricted by a donor for long-term support of the Organization's youth mentoring program, and the accumulated investment returns on this gift. The accumulated investment returns consist of endowment net investment return that has not been appropriated by the Board of Trustees for expenditure to support operating and non-operating activities of the Organization.

Spending Policy and How the Investment Objectives Relate to the Spending Policy

The Organization's policy is to appropriate for distribution each year 0-6% of a 12 quarter moving average of the fund's total market value based upon the finance committee's annual recommendation and approved by the Board of Trustees. Distribution of funds shall not occur until after the fund has accumulated a value of \$100,000. In establishing this policy, the Organization considered the long-term expected return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its endowment to grow at an average of 5 percent annually.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or Uniform Prudent Management of Institutional Funds Act (UPMIFA) requires the Organization to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, there were no deficiencies of this nature that are reported in unrestricted net assets as of September 30, 2020 and 2019.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide additional funding to the youth mentoring program while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a weighted ratio on alternative, equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Endowment net asset composition by type of fund as of September 30, 2020:

	<u>Purpose Restricted</u>	<u>Restricted in Perpetuity</u>	<u>Total</u>
Donor-restricted endowment funds	\$ <u>23,221</u>	\$ <u>50,947</u>	\$ <u>74,168</u>
Endowment net assets, beginning of year	\$ <u>17,440</u>	\$ <u>50,947</u>	\$ <u>68,387</u>
Investment return:			
Investment income	826	-	826
Net appreciation (realized and unrealized)	<u>4,955</u>	<u>-</u>	<u>4,955</u>
Total investment return:	<u>5,781</u>	<u>-</u>	<u>5,781</u>
Endowment net assets, end of year	\$ <u>23,221</u>	\$ <u>50,947</u>	\$ <u>74,168</u>

Endowment net asset composition by type of fund as of September 30, 2019:

	<u>Purpose Restricted</u>	<u>Restricted in Perpetuity</u>	<u>Total</u>
Donor-restricted endowment funds	\$ <u>17,440</u>	\$ <u>50,947</u>	\$ <u>68,387</u>
Endowment net assets, beginning of year	\$ <u>14,960</u>	\$ <u>50,947</u>	\$ <u>65,907</u>
Investment return:			
Investment income	5,440	-	5,440
Net appreciation (realized and unrealized)	<u>(2,960)</u>	<u>-</u>	<u>(2,960)</u>
Total investment return:	<u>2,480</u>	<u>-</u>	<u>2,480</u>
Endowment net assets, end of year	\$ <u>17,440</u>	\$ <u>50,947</u>	\$ <u>68,387</u>

NOTE 6 **LONG TERM DEBT**

Long term debt consisted of the following at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Interest free note payable to the City of Concord with payments deferred until July 31, 2024 and collateralized by property of the Organization. Each year 5% of the original principal amount is forgiven. If the project does not meet certain covenants during the loan term, the remaining loan balance is payable in full.	\$ 8,940	\$ 11,175
Less current portion due within one year	<u>(2,235)</u>	<u>(2,235)</u>
Total long term debt	<u>\$ 6,705</u>	<u>\$ 8,940</u>

As part of the note payable agreement with the City of Concord, 5% of the original principal balance was reduced without payment in the amount of \$2,235 for the years ended September 30, 2020 and 2019.

The scheduled maturities of long term debt at September 30, 2020 were as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2021	\$ 2,235
2022	2,235
2023	2,235
2024	<u>2,235</u>
	<u>\$ 8,940</u>

NOTE 7 **DEFERRED REVENUE**

Deferred revenue consists of the following at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Grants	<u>\$ 23,101</u>	<u>\$ 28,491</u>
Total deferred revenue	<u>\$ 23,101</u>	<u>\$ 28,491</u>

NOTE 8 **CONCENTRATION OF RISK**

The Organization received approximately 45% and 38% of its total support for the years ended September 30, 2020 and 2019, respectively, from the Corporation for National and Community Service.

NOTE 9**NET ASSETS**

Net assets with donor restrictions were as follows for the years ended September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Special Purpose Restrictions:		
Emergency housing	\$ 156,661	\$ 153,416
Restricted in Perpetuity:		
Youth mentoring	<u>50,947</u>	<u>50,947</u>
Total net assets with donor restrictions	<u>\$ 207,608</u>	<u>\$ 204,363</u>

Net assets without donor restrictions for the years ended September 30, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Undesignated	\$ 187,203	\$ 181,392
Board designated	<u>346,638</u>	<u>331,898</u>
Total net assets without donor restrictions	<u>\$ 533,841</u>	<u>\$ 513,290</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of Purpose Restrictions:		
Emergency housing	\$ _____ -	\$ _____ -
Total net assets released	<u>\$ _____ -</u>	<u>\$ _____ -</u>

NOTE 10**LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from five to six years. Rent expense under these agreements aggregated \$56,773 and \$56,193 for the years ended September 30, 2020 and 2019, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Amount</u>
2021	\$ 31,244
2022	<u>3,022</u>
Total	<u>\$ 34,266</u>

NOTE 11 **INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of September 30, 2020 and 2019:

	<u>2020</u>		<u>2019</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Investments				
Cash and cash equivalents	\$ 35,499	\$ 35,499	\$ 14,302	\$ 14,302
Alternate Equities	18,560	20,415	19,361	19,845
Fixed income securities	250,457	342,176	250,247	310,883
	<u>119,934</u>	<u>126,532</u>	<u>161,090</u>	<u>161,607</u>
Total	<u>\$ 424,450</u>	<u>\$ 524,622</u>	<u>\$ 445,000</u>	<u>\$ 506,637</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

Components of investment return:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 10,107	\$ 12,092
Investment fees	(4,374)	(4,726)
Gain (loss) – unrealized	(1,442)	(3,172)
Gain – realized	<u>38,533</u>	<u>13,838</u>
Total investment return	<u>\$ 42,824</u>	<u>\$ 18,032</u>

NOTE 12 **FAIR VALUE MEASUREMENTS**

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at September 30, 2020 and 2019.

The table below segregates all financial assets and liabilities as of September 30, 2020 and 2019 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and cash equivalents	\$ 35,499	\$ -	\$ -	\$ 35,499
Alternative Equities	20,415	-	-	20,415
Fixed income securities	342,176	-	-	342,176
	<u>126,532</u>	<u>-</u>	<u>-</u>	<u>126,532</u>
Total investments at fair value	<u>\$ 524,622</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 524,622</u>

	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Cash and cash equivalents	\$ 14,302	\$ -	\$ -	\$ 14,302
Alternative Equities	19,845	-	-	19,845
Fixed income securities	310,883	-	-	310,883
	<u>161,607</u>	<u>-</u>	<u>-</u>	<u>161,607</u>
Total investments at fair value	<u>\$ 506,637</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 506,637</u>

NOTE 13 **PAYCHECK PROTECTION PROGRAM LOAN**

During the year ended September 30, 2020, The Organization applied for and received funds of \$125,000 under the Paycheck Protection Program ("PPP"). This was a special program provided by the federal government through the Small Business Administration (SBA), to help mitigate some of the impact of the COVID-19 pandemic. At the statement of financial position date, the Organization has approximately expended all of the funds, and as such, management anticipates the full amount to be forgiven in the next fiscal year when the application is expected to be approved. Therefore, the amount is being accounted for as a currently liability. If any portion of the funds is not forgiven, the Organization would be required to repay the amount over a two-year period for the payments; and would be charged 1% interest rate from the inception period. No collateral would be required.

NOTE 14 **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in total net assets, or total net assets amounts.

NOTE 15 **SUBSEQUENT EVENTS**

Management has evaluated subsequent events through December 8, 2020, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Friends Program, Inc. did not identify any subsequent events that would require disclosure in the financial statements.

THE FRIENDS PROGRAM, INC**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>FEDERAL OR PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</u>			
<u>FOSTER GRANDPARENT/SENIOR COMPANION CLUSTER</u>			
Foster Grandparent Program	94.011	17SFANH001	\$ 322,087
Foster Grandparent Program	94.011	20SFANH001	225,402
			<u>547,489</u>
Retired Senior Volunteer Program	94.002	18SRANH002	<u>149,656</u>
Total Corporation for National Community Service			<u>\$ 697,145</u>
<u>U.S. DEPARTMENT OF TRANSPORTATION</u>			
New Hampshire Department of Transportation			
<u>TRANSIT SERVICES PROGRAM CLUSTER</u>			
Enhanced Mobility for Seniors & Individuals with Disabilities	20.513		<u>\$ 2,550</u>
Total U.S. Department of Transportation			<u>\$ 2,550</u>
<u>U.S. DEPARTMENT OF THE TREASURY</u>			
Coronavirus Relief Funds			
NH Department of Health & Human Services	21.019	05-95-950010-56760000-103-502664-95010998	\$ 28,288
NH Department of Health & Human Services	21.019		7,657
Volunteer NH	21.019		116
NH Governor's Office for Emergency Relief & Recovery	21.019		<u>\$ 27,750</u>
Total U.S. Department of the Treasury			<u>\$ 63,811</u>
Total expenditures of federal awards			<u>\$ 763,506</u>

THE FRIENDS PROGRAM, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

NOTE 1 **BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of The Friends Program, Inc. under programs of the federal government for the year ended September 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 The Friends Program, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of The Friends Program, Inc.

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. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

NOTE 3 **INDIRECT COST RATE**

The Friends Program, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under Uniform Guidance.

THE FRIENDS PROGRAM, INC.

**INDEPENDENT AUDITORS' 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**

To the Board of Trustees of
The Friends Program, Inc.
Concord, New Hampshire

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 The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of September 30, 2020 and 2019, and the related statements cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended September 30, 2020, and have issued our report thereon dated December 8, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Friends Program, Inc.'s internal control over financial reporting (internal control) as a basis for designing 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 The Friends Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of The Friends Program, Inc.'s 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity'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.

Compliance and Other Matters

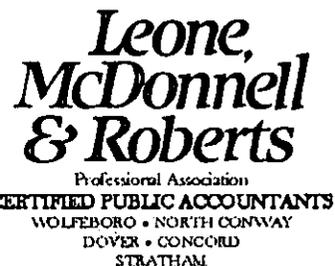
As part of obtaining reasonable assurance about whether The Friends Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct 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.

Leone McDowell & Roberts,
Professional Association

December 8, 2020
Wolfeboro, New Hampshire



THE FRIENDS PROGRAM, INC.

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

To the Board of Trustees of
The Friends Program, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited The Friends Program, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of The Friends Program, Inc.'s major federal programs for the year ended September 30, 2020. The Friends Program, Inc.'s major federal programs are identified in the summary of auditors' 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.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of The Friends Program, Inc.'s major federal programs 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 The Friends Program, Inc.'s 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 The Friends Program, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, The Friends Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of The Friends Program, Inc. 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 The Friends Program, Inc.'s 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 The Friends Program, Inc.'s 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 a 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.

*Leone McDonnell Roberts,
Professional Association*

December 8, 2020
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of The Friends Program, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' 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*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of The Friends Program, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for The Friends Program, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as major programs was: Corporation for National and Community Service, Foster Grandparent Program, 94.011.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. The Friends Program, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT

None

The Friends Program
FY2021 Board of Trustees (Updated 9/11/2020)

Residence/Preferred E-Mail.	Professional Affiliation	Committee(s)	Term Ends
Kathleen Ames Since: 1/13/2016	Community Supporter	<i>President</i> Finance Personnel Foster Grandparent Advisory Chair	2021
Celia Chase Since: 10/11/2017	VP of Marketing Global Rescue 85 Mechanic Street Lebanon, NH 03766 Tel.: 603-443-5400	<i>Secretary</i> Development	2023
Allen Desbiens Since: 9/10/2014	Senior Corporate Analyst Eversource Energy 780 N. Commercial Street Manchester, NH 03101 Tel. 603-634-2524	<i>Treasurer</i> Finance Chair Executive EH Task Force	2021
Catherine Devaney Since: 9/12/2012	Regional Director of Case Management Encompass Health 19 Buckingham Drive Bow, NH 03304 Tel. 603-275-7444	Personnel Chair Executive	2021
Susan Geiger Since: 9/12/2018	Attorney Orr & Reno, P.A. 45 South Street Concord, NH 03302 Tel. 603-223-9154 sgeiger@orr-reno.com	Development	2021
Lindsay Gonzalez Since: 11/9/2016	Director of Community Relations Granite Ledges of Concord 151 Langley Parkway Concord, NH 03301 Tel: 603-224-0777	Program	2022
Robyn Guarino Since: 9/12/2018	Attorney The Stein Law Firm, PLLC One Barberry Lane Concord, NH 03301 Tel: 603-228-1109 rguarino@steinlawpllc.com	Personnel	2021

Residence/Preferred E-Mail	Professional Affiliation	Committee(s)	Term Ends
Jason LaCombe Since: 12/14/2016	Principal SMP Architecture 30 So. Main Street, Building Two Concord, NH 03301 Tel: 603-228-8880	Program EH Task Force	2022
Laura Miller Since: 3/8/2017	Owner Marketplace New England, Inc. 7 North Main Street Concord, NH 03301 Tel: 603-227-6297	Program	2023
Donna Rice Since: 10/9/2013	Commercial Realtor and Business Manager Premiere Properties 255 South Main Street Concord, NH 03301 Tel: 603-224-3373	Development Chair Nominating Executive	2022
Chris Senko Since: 2/9/2018	Medical Administrator Community Supporter	<i>Vice President</i> Executive Program	2021
Angela Strozewski Since: 1/13/2016	Senior Vice President Operations Officer New Hampshire Mutual Bancorp 89 No. Main Street Concord, NH 03301 Tel. 603-223-2691	Program Chair Finance Executive	2023
Nancy Paul npaul@friendsprogram.org	Executive Director The Friends Program 202 N. State Street Concord, NH 03301 Tel. 603-228-7606		

Andrew Bemis

Friends Emergency Housing (2016 – Present)

Family Support Staff

Crotched Mountain (2010 -)

Weekend Lead

- Work in a residential setting with adults with developmental disabilities.
- Supervisor of two other weekend staff members.
- Responsible for organizing community activities and encouraging clients to expand their social opportunities.

Images Cinema (2002-2010)

Projectionist

- Responsible for the assembly, breakdown and exhibition of 35mm film prints and trailers.
- Wrote for the Images Focus monthly newsletter.
- Ran projection and assisted in organizing events for the Williamstown Film Festival, filmmaker Q&As and advance screenings.

2010 Census (April-August 2010)

Crew Leader Assistant, Crew Leader, Field Operations Supervisor

- Worked in three separate field operations in supervisory roles based out of the Pittsfield, MA census office.
- Responsible for reviewing and delegating the assignments of a staff of 20-25 as crew leader and assistant, and 100+ as a field operations supervisor.
- Consistently completed regional goals for census operations ahead of budget and schedule.

Berkshire County Arc (2006-2010)

Case Manager

- Responsible for the creation and implementation of daily goals for people with developmental disabilities.
- Directly supervised a staff of 10+.
- Worked directly with families and members of the community to support people with disabilities.
- Ran a monthly group for men with traumatic brain injuries devoted to discussing relationships, sexuality and healthy choices.

Kidspace @ Mass MoCA (2005)

Seasonal Associate

- Oversaw the daytime operations of the children's center at one of the largest contemporary arts museums in the nation.
- Primarily responsible for working with museum guests.
- Worked directly with visual artists in preparing their works for display.

Suncoast Motion Picture Co. (2000-2002)

Sales Associate

- Responsible for sales and customer service.
- Also responsible for daily maintenance of the store.
- Set up new release and promotional displays and signage.

Education

Massachusetts College of Liberal Arts

Bachelor of Arts - English/Communications, Film Studies concentration, 2006

Cum Laude

Member, LIT (English Honor Society)

Co-founder of the MCLA Film Society

Other Qualifications

- Wrote, produced and directed a DIY feature film, *Black Light*, which has had theatrical screenings in Massachusetts and Connecticut. Wrote a prospectus for the film and successfully raised \$7000 for its production.
- Founded a youth theatre company, the Mookymen Theatre Co. that produced ten plays over four years with a membership of over 20 regular players.
- Acted and directed in multiple community theatre productions in NH and MA; participation included fundraising for The Sad Café in Plaistow, NH and the Main Street Stage in North Adams, MA.
- Gained experience as a background actor on over ten studio productions, including *War of the Worlds*, *The Departed*, *Away We Go* and *Taking Woodstock*.

References

William Velez (Shift Supervisor, Crotched Mountain) 603-203-7527

David Blair (Head Projectionist, Images Cinema) 413-458-1039

Kevin Sandberg (Assistant Manager, Suncoast) 617-272-6174

Lorrie Brown

Objective: To continue working in my present capacity, utilizing my communication, training, and client support skills.

Education

1995-1996: Computer Technical School, Associates in Computer Software, repair, Programming, and Network.

1986-1988: Franklin Peirce College, Business Management

Employment

2012 – Present: Friends Emergency Housing – Program Director

Responsible for the day to day operation of the Friends Emergency Housing Program and for assisting in the contribution of the formulation, development, recommendation, implementation and administration of the agency program's policies, procedures, and business goals.

Responsible for the supervision of all program staff, program activities, building maintenance, and client case management.

2011 – 2012 – Outfitters Boutique – Associate

Responsible for customer services, receiving donations, sorting, loading and unloading of furniture.

2008: Franklin Career Academy – Technology Instructor, Office Secretary.

Responsible for supervision of students, course planning, reporting to DOE, preparing and reporting of budget reports to board meetings, inventory, and assisting with permanent closing of school.

2005-2006: Premium Gas, Convenient Store/gas station – Owner/Operator

Responsible for overall operations of business; including payroll, budgeting, ordering, scheduling, accounting, customer service.

NANCY M. PAUL

SUMMARY

Effectively manage staff and volunteers. Successful cultivating sponsors, securing, and administering grants. Experienced non-profit and outreach manager. Proven ability to manage complex projects with dispersed teams. Excellent trainer, presenter and facilitator.

EXPERIENCE

FRIENDS PROGRAM – CONCORD, NH

Executive Director, December 2017 – Present

- Responsible for overall operations and management of a human services non-profit with four programs and 24 staff

Director of Senior Programs, January 2016 – December 2017

- Lead two volunteer-driven National Service programs for 625 older adults, providing educational support, supportive services for the elderly and disabled, and capacity building for nonprofits, schools, and public agencies
- Manage team of six program coordinators
- Oversee two federal grants totaling more than \$700,000 in annual funding
- Administered all aspects of 34 separate grants, including application, reporting, and invoicing
- Created a comprehensive outreach plan to build program recognition and awareness in the state
- Facilitated the creation of a community advisory group in support of program success
- Increased volunteer recruitment and engagement across both programs within one year

FIRST – MANCHESTER, NH

Partner Services Team Lead FTC, October 2013 – December 2015

Partner Services Manager FTC, March 2010 – December 2015

- Recruit, train and manage universities, non-profits and science centers to operate volunteer educational outreach program in 30 regions
- Expanded international youth program from 3 countries to 16 countries
- Create strategy for, plan and execute annual volunteer leadership conference
- Lead successful national implementation of new event tier with a budget of \$450,000 to build capacity
- Proactively identify regions in need of special assistance and implement improvement plans to achieve highest level of program execution
- Primary daily contact for senior leadership of sponsoring organization and key foundation relationship
- Drive connections between sponsor organizations and local program operators to maximize employee engagement
- Administer domestic and international grants of up to \$500,000, from proposal development through final reporting

International Program Manager FLL, April 2009 – March 2010

- Ensure consistent program operation in 60 countries globally
- Collaborate with program team at LEGO Education, Denmark, and LEGO Education Territory Managers around the world
- Create content for, plan and execute annual volunteer leadership conferences held in Europe and Asia
- Serve as primary contact at *FIRST* for program operators outside of the US and Canada
- Develop strategy and create content for new international website with small web development team

Partner Services Team Lead FLL, May 2008 – April 2009

- Resolve regional issues elevated from other Partner Services team members
- Supervise day-to-day work of Partner Services team

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Paul	Executive Director	77,750	25% spent on shelter	Unknown; general operating costs from other sources, COVID-related costs to be determined
Lorrie Brown	Program Director	45,000	100% spent on shelter	Unknown; general operating costs from other sources, COVID-related costs to be determined
Cheryl Evans-Hunt	Case Manager	33,150	100% spent on shelter	Unknown; general operating costs from other sources, COVID-related costs to be determined



20 mac

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

Lori A. Shiblnette
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9474 1-800-852-3345 Ext. 9474

Christine L. Santaniello
 Director

Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

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 amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by \$417,396 from \$7,300,000 to \$6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	\$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	\$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	\$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	\$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	\$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	\$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	\$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	\$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	\$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	\$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	\$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	\$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	\$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	\$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	\$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	\$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	\$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	\$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	\$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	\$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	\$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	\$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	\$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	\$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	\$7,300,000 (Shared)	\$6,882,604	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by \$417,396 from \$7,300,000 to \$6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,


Mari A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters Vendor # 1652:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2020	102/500731	Contracts for Program Services		\$83,490
2021	102/500731	Contracts for Program Services		\$59,130
		Sub Total		\$142,620

Community Action Partnership of Strafford County Vendor # 1772:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$6,588
2021	102/500731	Contracts for Program Services		\$0
		Sub Total		\$6,588

Community Action Program, Belknap and Merrimack Vendor # 1772:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$0
2021	102/500731	Contracts for Program Services		\$0
		Sub Total		\$0

Concord Coalition to End Homelessness Vendor # 2671:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$10,091
2021	102/500731	Contracts for Program Services		\$58,618
		Sub Total		\$68,709

Cross Roads House Vendor # 1665:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$465,221
2021	102/500731	Contracts for Program Services		\$301,563
		Sub Total		\$766,784

FITNHH, Inc. Vendor # 1577:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$1,037,418
2021	102/500731	Contracts for Program Services		\$620,866
		Sub Total		\$1,658,284

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

Friends Program

Vendor # 1549:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$88,971
2021	102/500731	Contracts for Program Services		\$85,739
		Sub Total		\$174,710

Helping Hands Outreach Center

Vendor # 1742:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$114,908
2021	102/500731	Contracts for Program Services		\$94,608
		Sub Total		\$209,516

Hundred Nights, Inc

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$117,376
2021	102/500731	Contracts for Program Services		\$103,478
		Sub Total		\$220,854

Lakes Region Community Developers

Vendor # 1565:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$32,587
2021	102/500731	Contracts for Program Services		\$56,174
		Sub Total		\$88,761

Marquerites Place

Vendor # 1574:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$118,536
2021	102/500731	Contracts for Program Services		\$68,300
		Sub Total		\$186,836

My Friend's Place

Vendor # 1562:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$115,144
2021	102/500731	Contracts for Program Services		\$62,087
		Sub Total		\$177,231

Nashua Soup Kitchen & Shelter, Inc

Vendor # 1741:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

2020	102/500731	Contracts for Program Services		\$196,111
2021	102/500731	Contracts for Program Services		\$88,695
		Sub Total		\$284,806

New Generation

Vendor # 1772:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$97,357
2021	102/500731	Contracts for Program Services		\$65,043
		Sub Total		\$162,400

NH Coalition Against Domestic and Sexual Violence

Vendor # 1555:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$363,109
2021	102/500731	Contracts for Program Services		\$428,693
		Sub Total		\$791,802

Salvation Army Carey House, Laconia

Vendor # 1776:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$81,802
2021	102/500731	Contracts for Program Services		\$118,260
		Sub Total		\$200,062

Salvation Army McKenna House, Concord, Eastern Territory

Vendor # 1776:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$188,742
2021	102/500731	Contracts for Program Services		\$124,173
		Sub Total		\$312,915

Seacoast Family Promise

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$53,270
2021	102/500731	Contracts for Program Services		\$41,391
		Sub Total		\$94,661

Southern NH Services

Vendor # 1771:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$0
2021	102/500731	Contracts for Program Services		\$0

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

		Sub Total		\$0
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Southwestern Community Services

Vendor # 1775

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$302,869
2021	102/500731	Contracts for Program Services		\$224,694
		Sub Total		\$527,563

The Front Door Agency

Vendor # 1562

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$157,905
2021	102/500731	Contracts for Program Services		\$130,086
		Sub Total		\$287,991

The Way Home, Inc

Vendor # 1666

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$84,482
2021	102/500731	Contracts for Program Services		\$56,174
		Sub Total		\$140,656

Tri-County CAP, Inc

Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$87,864
2021	102/500731	Contracts for Program Services		\$38,435
		Sub Total		\$126,299

Waypoint

Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		\$166,817
2021	102/500731	Contracts for Program Services		\$85,739
		Sub Total		\$252,556

Overall Total	\$6,882,604
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New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program 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 The Friends Program, Inc., (hereinafter referred to as ("the Contractor")), a nonprofit, with a place of business at 202 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), 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, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$174,710.
2. Modify P-37, General Provisions, Block 1.3 to read:
The Friends Program, Inc.
3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:
 - 2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:
4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:
 - 2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:
 - 2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.
8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1.



**New Hampshire Department of Health and Human Services
State Grant In Aid Homeless Assistance Program**

to read:

- 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day 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 and any other documentation required, as designated by the State; which shall be completed and signed by the Contractor.



**New Hampshire Department of Health and Human Services
State Grant In Aid Homeless Assistance Program**

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

4/23/20
Date

Conshine Santanillo
Name: Conshine Santanillo
Title: Director, DEHS

The Friends Program, Inc.

6/22/2020
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director



**New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program**

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

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

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:

40 mac



Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
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

June 7, 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 agreements with the vendors listed below in an amount not to exceed \$7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: \$7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of \$3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	\$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	\$3,500,000
			Total	\$7,000,000

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of \$11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

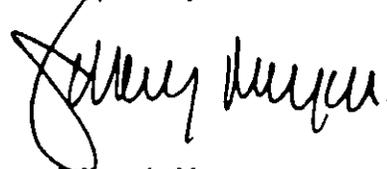
As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

State Grant-In-Aid Homeless Assistance Program

RFA-2020-DEHS-01-STATE

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Bridge House Shelter
2. New Generation, Inc.
3. Marguerite's Place
4. Southwestern Community Services
5. Cross Roads House
6. Community Action Program
7. Waypoint
8. Seacoast Family Promise
9. Nashua Soup Kitchen & Shelter, Inc.
10. NH Coalition Against Domestic & Sexual Violence
11. The Salvation Army-Carey House
12. The Salvation Army-McKenna House

Pass/Fail	Maximum Points	Actual Points
	100	90
	100	100
	100	100
	100	100
	100	100
	100	95
	100	100
	100	95
	100	100
	100	100
	100	100

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

13	New Hampshire Legal Assistance
14	Helping Hands Outreach Center
15	Southern New Hampshire Services
16	Headrest, Inc.
17	Tri-County Community Action Program, Inc.
18	Lakes Region Community Developers
19	My Friend's Place, Emergency Shelter Program
20	Families in Transition/New Hampshire
21	Community Action Partnership of Strafford County
22	Friends Program
23	Concord Coalition To End Homelessness
24	The Front Door Agency-Transformational Housing Program
25	Hundred Nights
26	The Way Home, Inc.
28.	0
29.	0
30.	0
31.	0

	100	100
	100	100
	100	100
	100	0
	100	100
	100	100
	100	100
	100	100
	100	100
	100	70
	100	100
	100	100
	100	0
	100	0
	100	0
	100	0

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-07)

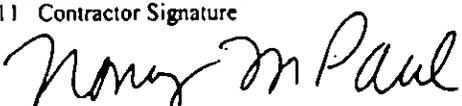
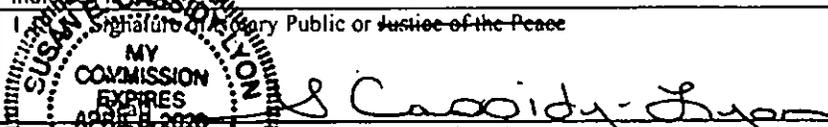
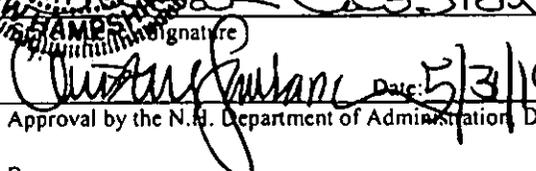
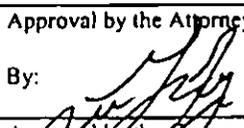
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Friends Program, Inc. <i>nhmp</i>		1.4 Contractor Address 202 N State Street Concord NH 03301	
1.5 Contractor Phone Number 603-228-7606	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>5/30/19</i> , 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.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Susan Cassidy-Dryan			
1.14 Signature of State Agency Signatory 		1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEH	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>5/3/19</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>6/4/19</i>			
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.



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 that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

- 2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:
 - 2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.
 - 2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.
 - 2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:
 - 2.1.3.1. Building maintenance and repair.
 - 2.1.3.2. Security systems.
 - 2.1.3.3. Heating and possible cooling equipment.
 - 2.1.3.4. Property and business insurance.
 - 2.1.3.5. Utilities and furnishings.
 - 2.1.3.6. Amenities such as bathrooms.
 - 2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:



- 2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.
 - 2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.
 - 2.1.4.3. Assisting individuals and families with accessing emergency shelter.
 - 2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.
 - 2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.
 - 2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.
- 2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:
- 2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:
 - 2.1.5.1.1. Housing First Approach
 - 2.1.5.1.2. Safe and appropriate diversion
 - 2.1.5.1.3. Immediate and low-barrier access
 - 2.1.5.1.4. Housing-focused, rapid exit services
 - 2.1.5.1.5. Data to measure performance
 - 2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.
 - 2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.



- 2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: <http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf>
- 2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:
 - 2.1.5.5.1. Reviewing policies and procedures for services provided.
 - 2.1.5.5.2. Reviewing financial analyses.
 - 2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.
 - 2.1.5.5.4. Reviewing Data and HMIS entry standards.
- 2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

- 3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.
- 3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

- 4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.
- 4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:
 - 4.2.1. Length of time persons remain homeless
 - 4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness
 - 4.2.3. Successful exit to permanent housing destinations



Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds:
 - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be \$7,000,000 and available in the following amounts:
 - 2.1.1. \$3,500,000 for State Fiscal Year 2020.
 - 2.1.2. \$3,500,000 for State Fiscal Year 2021.
 - 2.2. The Department will reimburse the Contractor at a rate of \$11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
 - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day 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 and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
 - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B, all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
 - 3.3. The Contractor shall keep detailed 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. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the



New Hampshire Department of Health and Human Services
State Grant in Aid to Homeless Program

Exhibit B

date services are provided.

- 3.4. The Contractor shall submit completed invoices to:
- State Grant in Aid to Homeless, Program
 - Bureau of Housing Supports
 - Department of Health and Human Services
 - Division of Economic and Housing Stability
 - 129 Pleasant Street
 - Concord, NH 03301
 - Phone: 603-271-9196
- 3.5. 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.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.



SPECIAL PROVISIONS

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

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



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

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

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

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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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
Exhibit C



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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.

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



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 two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

nmf

5/30/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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)

202 N. State Street Concord NH 03301
30 Thompson Street Concord NH 03301
Check if there are workplaces on file that are not identified here.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

Vendor Name: The Friends Program, Inc.

Date 5/30/19

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

Vendor Initials NMP
Date 5/30/19



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

The Vendor 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:

Vendor 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

Vendor Initials

mmf

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

5/30/19

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Friends Program, Inc.

Date 5/30/19

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

Exhibit G

Vendor Initials nmp

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

Date 5/30/19



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 Vendor 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 Vendor 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.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

nmf

5/30/19



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;
 - 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

mmpe

5/30/19



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

nml

5/30/19



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Christina Santaniello
Signature of Authorized Representative

Christina Santaniello
Name of Authorized Representative

Director, DEHS
Title of Authorized Representative

5/31/19
Date

The Friends Program, Inc.
Name of the Vendor

Nancy M Paul
Signature of Authorized Representative

Nancy M Paul
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/30/19
Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name: The Friends Program, Inc

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

Vendor Initials NMP
Date 5/30/19



FORM A

As the Vendor 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: 18-359-1320
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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A. Definitions

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

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

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

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

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov